



SEMINOLE COUNTY PUBLIC SCHOOLS, FLORIDA

FACILITY LEASE AGREEMENT

This contract is made on this _____ day of _____, 20____ between The School Board of Seminole County, Florida, and _____, Lessee, (Category _____) for the use of the _____ at _____ School, on _____ for _____.

This agreement is subject to the terms and conditions hereinafter set forth on page (2) two of this agreement and the Use of Facilities Policy (Policy No. 9.30). CONDUCT OF ANY PROHIBITED ACTIVITIES WILL VOID THIS AGREEMENT

I. FACILITY USE FEE CHARGE: (rates are per hour unless stated otherwise) \$ _____

	Facility Fees: Hourly Rate	Utility Fees Hourly Rate: Elementary	Middle	High
Classroom and/or Conference Room	\$15.00	\$5.00	\$5.00	\$15.00
Multi-purpose Room	\$15.00	\$13.00	\$16.00	\$23.00
Auditorium (700 or less capacity)	\$75.00	N/A	\$30.00	\$30.00
Auditorium (701 or greater)	\$100.00	N/A	\$30.00	\$30.00
Gymnasium	\$50.00	N/A	\$22.00	\$27.00
Athletic stadium (with lighting)	\$100.00	N/A	N/A	\$19.00
Cafeteria/ cafetorium (500 or less capacity)	\$50.00	\$13.00	\$16.00	\$23.00
Cafeteria/ cafetorium (501 or greater)	\$75.00	\$13.00	\$16.00	\$23.00
Baseball Fields	N/A	N/A	N/A	\$9.00
Softball Fields	N/A	N/A	N/A	\$8.00
*Restroom/locker room (See policy for full description)	\$20.00/ day	\$1.00	\$1.00	\$1.00
Parking lot (includes restrooms)	\$10.00	\$10.00	\$10.00	\$10.00

*Charges are for Category V users only, per locker room and/or per set of male/ female restrooms

Hourly Use Rate: for a single use up to 4.5 hours on not more than one (1) day per week, the user will be charged an hourly rate times the actual hours of use. Daily Use Rate: for use of up to 7.5 hours per day for not more than three (3) days in a single week, a daily rate equal to 7.5 times the hourly rate will be charged. Weekly Use Rate: for use of up to 7.5 hours per day for more than three (3) days in a single week, a weekly rate equal to three (3) times the daily rate will be charged. A week shall consist of a period of seven (7) consecutive days starting with the first day of use.

II. OPERATIONAL CHARGE:
UTILITY CHARGE PER UTILITY FEE SCHEDULE (Payable to Seminole County School Board) \$ _____

III. SUBTOTAL \$ _____

IV. SALES TAX (7%) OR TAX EXEMPT I.D. NUMBER \$ _____

V. TOTAL CHARGE PAYABLE TO SCHOOL UPON EXECUTION OF CONTRACT \$ _____

VI. CUSTODIAL/SECURITY, ETC. SERVICES TO BE PAID BY LESSEE DIRECTLY TO SCHOOL PERSONNEL [non-exempt employees shall be paid their normal hourly rate times 1.5/exempt employees (administrators/teachers) shall be paid \$25.00 per hour]

☐ Custodian ☐ Cafeteria Staff ☐ A.V. Operator/Technical Assistant ☐ Administrator ☐ Security
☐ Field Maintenance

VII. CERTIFICATE OF INSURANCE MUST BE ATTACHED TO THIS AGREEMENT

PRINCIPAL/ SUPERVISOR SIGNATURE

PRINT NAME:

DATE:

AUTHORIZED ORGANIZATION REPRESENTATIVE

PRINT NAME/TITLE

ADDRESS

CITY/STATE/ZIP

DATE



SEMINOLE COUNTY PUBLIC SCHOOLS, FLORIDA
FACILITY LEASE AGREEMENT

See Chapter 9.00- School-Community Relations and Interlocal Agreements- Policy No. 9.30 - *Use of Facilities* for further details regarding the agreement.

SUMMARY OF TERMS-The following is a summary of general conditions of use. This facility use agreement is subject to summary of terms and the provisions of the School Board's facilities use policy and applicable state law, which are incorporated herein by reference and adoption.

AVAILABILITY - Space will not be available if lessee's use would interfere or compete in any way with any school or district programs. The initial term of an agreement shall not exceed six calendar months. The agreement may not be extended beyond one calendar year.

EQUIPMENT AND SUPPLIES - Use of school equipment is subject to approval by the Principal or designee. Use of school food service supplies is not permitted.

PHOTOGRAPHY AND FILMING - Any lessee renting facilities for the purpose of filming or photographing must execute a Motion Picture, Film and Photography addendum that will become a part of this agreement.

CARE OF FACILITIES - All facilities, grounds, and equipment must be returned in as good condition as when rented. Lessee agrees to pay all costs for repair or replacement of damaged facilities, grounds or equipment. Failure of lessee to maintain premises or equipment in acceptable condition or to correct unacceptable conditions within 7 days after notice will result in termination of the lease agreement and such other action as may be deemed appropriate. **A field maintenance fee will be charged for use of stadium and playing fields. The fee will vary from school to school depending upon degree of usage.**

INSURANCE AND INDEMNIFICATION:

The user hereby agrees to defend, indemnify, and hold harmless the School Board of Seminole County, Florida, and its employees for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the School Board or its employees, agents or servants or the Superintendent arising out of the use of any facility under this agreement.

GENERAL CONDITIONS:

The School Board does not provide for the security of any property brought onto a School Board facility by any user or any participant in a user activity. The School Board does not provide security for any user or any participant in a user activity. The School Board assumes no liability for any loss or damage to any of user's property, any participant's property, any user, or any participant in a user activity.

Sufficient security, supervision, and custodial service of the school facility shall be determined by the principal or other facility supervisor. The use of school food service facilities (kitchen and dining facilities) requires supervision of a food service employee. The level of supervision shall be determined by the Director of Food Service or his designee. Arrangements for custodial services, food service supervision, law enforcement, administrative supervision, or other personnel services shall be made by the user. These services shall be contracted between the user and the person(s) engaged or assigned to perform the service. All payments for service shall be made directly by the user to the person(s) performing the service.

Persons will not be excluded from participation in any user activity on any basis set forth in §1000.5, Fla. Stat., "Florida Educational Equity Act" or for any other basis prohibited by law.

All Fire Department regulations will be strictly observed.

PROHIBITED ACTIVITIES:

(a) Gambling or raffle contests; (b) Possession or use of alcoholic beverages; (c) Possession or use of controlled substances; (d) Smoking or other tobacco product use, except in designated outdoor smoking areas; (e) Possession or use of firearms, except by law enforcement officers.

PRINCIPAL / SUPERVISOR INITIALS

DATE: _____

AUTHORIZED REPRESENTATIVE INITIALS

DATE: _____

I. Use Categories

A. Category I *No Fees, No Utilities*

The primary functions of District facilities are to provide facilities for the delivery of educational services and programs to students and to support that priority. Therefore, the use of schools for academic programs, student extracurricular activities, School District programs such as staff development, the district extended day care program, and uses defined by the School Board/employee unions collective bargaining agreements shall have priority over all other uses except community disaster shelter use.

(B) Category II *No Use Fees, No Utilities*

The secondary function of District facilities is to provide facilities for use by noncurriculum related student groups under equal access act (20 USC 4071) and other noncurriculum related student organizations and to provide facilities for use by various organizations whose primary function is the support of school programs including athletic booster groups, parent-teacher organizations, the Foundation for Seminole County Public Schools, and the Supervisor of Elections for voting precincts.

C. Category III *No Use Fees, Yes Utilities*

The primary collateral function of District facilities is to provide facilities to other governmental agencies, primarily Seminole County and its various municipal corporations, for the conduct of programs which do not conflict with programs operated and maintained by the School Board.

D. Category IV *Use Fees per Schedule, Yes Utilities*

To the extent that facilities are reasonably available for use by nongovernmental community users, District facilities are available on a short-term single or repetitive use basis, so long as such users do not conflict with category I - III users. Such priority IV uses may include, but are not limited to, church rental, indoor athletic league use and programs open to a limited public attendance group or the general public.

E. Category V *Use Fee for Restroom/Locker Room Utility as Appropriate*

This use category is limited to outdoor facilities such as practice or playing fields (excluding stadiums and swimming pools), basketball courts, tennis courts, softball or baseball fields, and other such facilities that are generally open to the public when not in use for school curricular and extracurricular activities, or School Board program use. Users in this category generally include, but are not limited to, the following: Pony League baseball, Little League baseball, Pop Warner football, athletic camps, and soccer leagues. Users under this category shall not conflict with use by category I - IV users.