

Moore County Schools - Rental Agreement for Use of School Facilities (Rev 03/13)
(Pursuant to MCS Board of Education Policy 1850 - Community Schools
and Policy 7401 – Community Use of School Facilities)

Request is hereby made by _____ (“Lessee”) for the use of _____
(school) Cafeteria, Auditorium, Gymnasium, and/or Athletic Complex/Grounds (circle all that apply) on the
following date(s) and times:

Dates/Times: _____

(*Note: Times must be from when the doors are opened to when doors close. A School Official must be on site at all times when property is used by the Lessee and when open to the public. During regular operating school days, the Lessee may enter the premises no earlier than 4:30 PM due to classes.)

TERMS OF THE AGREEMENT FOR USE OF THE FACILITY:

1. FEES: See current MCS Facility Fee Schedule. Schools are responsible for collecting all fees.

Facility Fee: \$ _____
Custodian Fee: \$ _____ (fee for ___ hours)
Cafeteria Fee: \$ _____ (fee for ___ hours)
Utility Fee: \$ _____ (fee for ___ hours)
SRO Fee: \$ _____ (fee for ___ hours)

Total User Fee: \$ _____

A non-refundable deposit of \$100 must be paid to _____ (school) to secure the requested date of use on the calendar. Until this deposit is received the event will not be placed on the calendar. The check is to be made payable to _____ (school) and remitted to _____ (school address). The signed agreement and rental payment must be received at least ten (10) days prior to the intended use. If payment in full is not received at least ten (10) days prior to the event, the event will be removed from the calendar and the date(s) will be available for rebooking.

_____(Organization Representative’s Initials)

2. RESPONSIBILITY: All activities must have appropriate adult supervision. The Lessee agrees and will be responsible for any damage to the facility by the Lessee or the Lessee’s agents, assigns, or participants in any activity sponsored, controlled, or organized by the Lessee, or for activities over which the Lessee has control or for which purpose the space is leased.

3. INDEMNITY: The Lessee agrees to indemnify, save and hold harmless the Moore County Schools Board of Education and all their officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee’s use and/or occupancy of the leased premises, including any and all incidences and occurrences which causes bodily injury, property damage, or death. Moore County Schools assumes no liability for personal injury suffered by reason of the use of such school property pursuant to this agreement.

4. INSURANCE: Additional liability insurance naming the Moore County Schools Board of Education as an additional insured may be requested by the school principal.

5. ORDERLY USE: The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guests will comply with all directives of the school staff and policies of the school, Moore County Schools Board of Education, and all laws of the state of North Carolina. These include, but are not limited to the following:

- No weapons on campus.
- No drugs or controlled substances on campus.
- No alcoholic beverages will be sold or consumed on campus.
- The use of tobacco substances is not allowed on campus.

- 6. NO TRANSFER, ASSIGNMENT OR SUBLEASE:** The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of the Moore County Schools.
- 7. VIOLATION OF AGREEMENT:** If the Lessee violates any of the covenants of this agreement, the Superintendent of the Moore County Schools or his/her designee or the school principal, may, without notice to the Lessee, terminate the agreement and retake possession of the premises.
- 8. ALTERATIONS/EQUIPMENT:** No alterations are to be made to school property without the written consent of the school principal. Rental of facilities does not include use of school equipment. At the permission and prior approval of the principal, the Lessee may be allowed to rearrange furniture in the school facility. The Lessee must return any moved furniture to its proper location.
- 9. CONFIRMATION OF AGREEMENT:** The agreement is not in force until signed by the Lessee, accepted and signed by the school principal, and the amount designated as **"Total User Fee"** has been received by the school. The Lessee and the school principal shall retain fully executed copies of this document.
- 10. CANCELLATION:** Should the Lessee cancel the event covered under this agreement, the deposit of \$100 is non-refundable. If the full amount has already been paid when the event is cancelled, a refund of the **Total User Fee** may be returned to the Lessee, minus the \$100 deposit. This agreement may be cancelled by the Superintendent of Moore County Schools or his/her designee or the school principal at their discretion. In the event of an emergency, the school principal may use his/her discretion for cancellation of events (ex. inclement weather). If the school is closed due to weather, emergency, etc., all events and rentals are canceled until the schools are officially reopened.
- 11. REMOVAL OF PROPERTY:** The Lessee is responsible for the removal of all supplies and materials used in conjunction with the event immediately upon its end. Those items not removed within 24 hours after the event date shall be disposed of by the school at the expense of the Lessee. The school shall assume no responsibility for these items before, during, or after the event.
- 12. SECURITY:** The Lessee agrees to reimburse the school for employment of a sufficient number (as deemed necessary by the school principal, at his/her sole discretion) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and school property, and enforcing regulations and laws of the state of North Carolina, or to provide additional, sufficient security as deemed necessary by the principal. The Lessee will not be permitted to use the school property if the Lessee fails to cooperate with law enforcement. This reimbursement shall be in addition to the **"Total User Fees"**, as described within the Facility Fee Schedule.
- 13. PAYMENT FOR DAMAGES:** The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event.
- 14. ADDITIONAL REGULATIONS AND CONDITIONS OF USE:** Moore County Schools reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the school, and such regulations shall be binding upon the Lessee.
- 15. FOOD AND DRINK:** No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the State Department of Human Resources, Division of Health Services, and the Moore County Health Department. No open or pit fires, nor candles, will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, propane gas, or powered by any other means may be used without the prior consent of the principal. **Absolutely no food or drink of any kind is allowed in the school gymnasium.**
- 16. PUBLIC SAFETY:** The Lessee agrees that at all times he will conduct his activities with full regard to public safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. The Lessee is not to bring onto the premises any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the school principal.

17. CONTROL OF FACILITY AND RIGHT OF ENTRY: In renting the identified facilities to the Lessee, it is understood that the Moore County School does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of the Moore County Schools may enter the premises without any restriction whatsoever.

18. CARE OF FACILITY: The Lessee shall not injure or deface the premises or any equipment therein. The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility. **This extends to the stage;** there will be no screws, nails, tacks, or hooks driven into the stage floor.

19. PARKING: Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed and landscaped areas.

I have read and agree to abide by the rules and regulations governing facility use in Moore County Schools. I agree to be billed for any additional hours utilized but not listed on this agreement.

Organization/Lessee Name

Address

Authorized Representative Name and Title

Signature

Date

Telephone Number

Received and accepted by:

Principal's name

Principal's signature

Date