

THE SCHOOL DISTRICT OF CITRUS COUNTY, FLORIDA
FACILITIES USE AGREEMENT-for the Board of County Commissioners Only

This Agreement made between the SCHOOL BOARD OF CITRUS COUNTY, FLORIDA (hereinafter referred to as the "Board" and _____.

In consideration of the following mutual promises and conditions, the Board and User agree as follows:

1. The Board grants to the User the temporary use of the facilities known as _____, located at _____, during the hours of _____ on the following date(s) _____. User shall not occupy the facilities between the hours of 12:00 a.m. and 6:00 a.m. without the express written permission of the Superintendent or designee. Such use shall be in conformance with and subject to the Board's Use of Facilities Policy and to any Administrative Guidelines developed pursuant to such policy.
2. Prior to use of Board's facilities, User shall pay to Board the fees set forth in the Facility Use Request.
3. User shall conform to the general conditions of use set forth in this Agreement and the additional conditions of use, and other matters, if any, set forth in the Facility Use Request.
4. User warrants that all information, including the information set forth in any application for temporary use of the Board's facilities, which User may have given the Board in connection with the use of the facilities described on the Facility Use Request, is true, complete and correct.
5. This Agreement shall be deemed dated, and become effective, as of the date on which a duly authorized representative of the Board executes this Agreement, provided such date of execution is later than the date on which the User executes this Agreement.
6. This Agreement shall not be assignable or transferable in any manner without the express written consent of the Board.
7. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Board and the User.
8. The User agrees to provide at its expense general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 or more in aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. There shall be no exclusions for contracted liability. Coverage must be written by a carrier which has and maintains a rating of "A" or better and a financial size category of "VII" or better according to A.M. Best Company. The School Board of Citrus County, Florida, shall be named as Certificate Holder and Additional Insured for claims arising out of any and all facility use under this policy and that the insurance is not cancelable without first giving thirty (30) days written notice to the Board.

Proof of Insurance Verified: _____

Director of Risk Management

9. User hereby agrees to hold harmless and indemnify the Board, its agents, and employees, from and against any and all losses, claims demands, penalties, judgments, court costs, attorneys'

fees and liabilities of every other kind and nature in connection with, arising from, or related to User's use of the Board's facility, occupancy of the subject premises, installation, operation or maintenance of any fixtures or equipment in or upon the demised premises, or any negligence or fault of the User in failing to control, monitor or supervise any activity on the premises during the term of the lease of the premises hereunder. If Licensee is a governmental entity, then the parties intend to avail themselves of the benefits of Section 768, the Federal Tort Claims Acts, 28 U.S.C. 2671, and of other statutes and common laws governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intending to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Notwithstanding any other provision in this agreement, the User agrees to hold harmless and indemnify the Board from and against any and all losses, claims, demands, penalties, judgments, court costs, attorneys' fees and liabilities of every kind and nature whatsoever which may arise as a result of any employee, agent, member, guest, invitee, licensee or volunteer of the User causing any harm or violating any rights of the Board, or its agents, employees, or any student, parent, guardian, invitee, licensee, visitor or guest on or about the premises of any Board facility or who may otherwise be injured, including but not limited to injury to any civil right protected by law, as a result of or during any use of the facility by the User. If Licensee is a governmental entity, then the parties intend to avail themselves of the benefits of Section 768, the Federal Tort Claims Acts, 28 U.S.C. 2671, and of other statutes and common laws governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intending to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
11. The User agrees that it will cooperate with the Board, school principal or designee of either of them when any of said Board representatives shall direct the User to remove any employee, agent, member, guest, invitee or licensee of the User from the facility. Such direction to remove may be given in the sole discretion of the Board or its designee so long as the Board or its designee shall require such removal in the interest of the educational program, or the safety, health, welfare or security of any student, parent, guardian, guest, invitee, licensee, employee or agent of the Board.
12. Risk of any loss to User's property shall be entirely upon User. User may not store any equipment, material or other matter in Board's facilities without express written approval from the Board.
13. No equipment, material or other matter which presents a health or safety hazard to persons or property may be brought upon the Board's facility. The use of open flames, makeshift electrical wiring, flammable and/or caustic materials and the like are prohibited.
14. All persons using the Board's facility pursuant to the Agreement shall confine themselves to the area of the facility for which temporary use has been granted to User.
15. The use of any form of tobacco, illegal drugs, liquor, profane language, obscene materials or acts, gambling or violence is prohibited.
16. Food or beverages may not be used without express written approval from the Board.
17. Equipment, material or other matter owned by the Board may not be used or removed without express written approval from the Board.
18. Prior to the termination of the temporary use, unless other arrangements are expressly approved in writing by the Board, all equipment, material and other matter brought upon the facility by User

- shall be removed and the facility cleaned up and restored to the condition in which it was provided.
19. User shall at all times provide sufficient supervision of its activities to insure compliance with this Agreement. The Board may, but has no duty to, require additional supervision, including police supervision, as it deems appropriate for protection of the facility and other Board property and to determine User's compliance with this Agreement.
 20. Electrical equipment shall not be operated without express written approval from the Board.
 21. Use of a facility may be terminated by the Board in the event of any emergency, and breach of this Agreement, or in the event that the facility is required for any Board program which cannot reasonably be held at another time and place.
 22. The User agrees that if the standard fee schedule changes during the period of time for use reserved hereunder, that any increased fees shall be due and payable at the time they become effective.
 23. The maximum capacity of the facility, as set forth in the Facility Use Request to this Agreement or as otherwise set forth by the Board, shall not be exceeded.
 24. The user agrees to provide building security and restrict access to the facilities to ensure that no items are left unattended in the facility during the event and all items are removed from the facility after the event. In addition, the user agrees not to access any portions of the facility not identified for use in the Facility Use Agreement including the roof of all buildings.

IN WITNESS WHEREOF, the Board and User have executed this Agreement as follows:

Citrus County School Board

USER

 Superintendent/Designee

 Signature

Dated: _____

 Title

Dated: _____