

SCHOOL FACILITY LICENSE AGREEMENT

The Bedford County School Board, hereafter referred to as the "Board," gives _____, hereinafter referred to as "User," permission to use a portion of _____ School building, briefly described as _____ (hereinafter the "School.") The Board shall retain possession of the premises at all times. This is a revocable license, and User's presence on the premises is subject to the following terms and conditions:

1. School

1.1: The School includes the corridors around the School that are necessary to accommodate patrons of User as well as restroom conveniences customarily open to the public.

1.2: The Board, through its superintendent, school principal, employees, custodial staff, and other designated representatives, hereinafter collectively referred to as the "Principal", may enter any portion of the building for any purpose at any time.

1.3: The entire building remains under the control of the Principal at all times. He or she shall retain possession of the keys to the building during the term of this permit, and may keep entrances and exits locked, unlocked at the sole discretion of the Principal, subject to fire safety ordinances.

1.4: A representative of User acceptable to the Bedford County School Board shall remain in the building for the entire term of this permit.

1.5: The Board through its officers and agents, including law enforcement officers and/or the Principal, may remove any objectionable person or persons from the building. The determination of whether a person is objectionable shall be in the sole discretion of the Principal. User waives any and all claims for damages arising out of the exercise of this authority by the Board, its agents, or employees.

1.6: This license is automatically revoked if User brings or allows to be brought onto the School campus alcohol, weapons, or any substance or item controlled by law.

2. Use of The School

User is to use the School for the purpose of

_____, hereafter referred to as the "Program," and for no other purpose without the written consent of the Board. User shall be permitted to use only the following areas of the School: _____.

User may use the School from _____ o'clock, __m. until _____ o'clock, __m. for the following term: _____ - _____

_____, subject to the hereinafter described conditions. (The "Term") User may also use the School for _____ hours

before and after the above times for the purpose of putting in equipment, preparing the building for use, removing equipment, and restoring the building to its original condition. However, this agreement shall at all times be subject to cancellation by the Board if it determines, in its sole discretion, that insufficient funding, space or resources are available for continuing the agreement.

4. Termination

The Board reserves the right to cancel and terminate this agreement, in whole or in part, without penalty, whenever it determines such a termination is in the best interest of the Board upon notice to the User. The only remedy for such termination shall be refund of monies paid by User and User waives and releases all other claims or suits of every kind. Upon such termination or cancellation, User shall immediately cease use of the School. Such cancellation or termination shall not affect or impair the right of the Board to pursue any remedies available under this agreement for breach of the covenants contained herein.

5. Employees of School

Provision shall be made for a custodian or other school staff to be present when necessary. Organization will be charged a fee for this staff person as set forth in the Item #16 Payment of Costs. The School Board will pay non-exempt staff one and one-half times their hourly rate and exempt staff \$20.00 per hour.

6. Concessions

User is strictly prohibited from selling or serving beverages, food, souvenirs, or other merchandise on the premises without the express prior written consent of the Board.

7. Records

User shall submit to the Principal an itemized and detailed account of all pertinent information requested by the Principal and shall keep financial records acceptable to the Principal. User agrees that the Principal may examine the records at any time.

8. Damage to School

8.1: User may not cause or permit nails or other objects to be driven into the building, including, but not limited to furnishings, fixtures, and equipment. User may not affix any objects to the exterior or interior of the building. User may not cause or permit any changes in any part of the building, furnishings, fixtures, or equipment, nor will User do or allow anything to be done which would damage or change the finish or appearance of the building or its furnishings, fixtures, or equipment.

8.2: User is liable for the cost of repairing damage which may be done to the building, including but not limited to its furnishings, fixtures, or equipment, by an act of User or User's agents, employees, invitees, patrons, or others present due to activities of User.

8.3: The Principal shall determine the amount of the damages and the reasonable cost to repair the damages. User shall pay this amount within 14 days of the conclusion of the Term under this Agreement or within 14 days of request by the Board, whichever shall first occur.

8.4: User may not bring or permit anyone to bring in to the School anything that increases the risk of fire or the rate of insurance.

9. Hold Harmless

9.1: User holds the Board, its employees and agents harmless from all claims for injury to or the death of any person, and for damage to or the loss of any property arising out of or attributed directly or indirectly in whole or in part to the operations or omissions of User. User indemnifies the Board, its employees and agents for all damage to property belonging to the Board, its employees and agents, or others, and for all injuries to or the deaths of any person resulting in whole or in part from any act or omission of User.

9.2: The Board, its employees and agents are not responsible for User's property while it is in the School. The Board, its employees and agents are not liable for the acts or omissions of any protective services engaged by the Principal for User.

9.3: If the School is destroyed or damaged by casualty, rendering the fulfillment of this permit impossible, this permit is automatically terminated. User agrees that the Board, its employees and agents are not responsible for or liable to User for any loss resulting from casualty or lack of heat, water, lights, air conditioning or other utility or other event or casualty of any kind or nature.

10. Insurance

10.1: User shall provide the Board, at least ten days prior to the commencement of this permit, two copies of certificates of insurance representing that a comprehensive public liability insurance policy for bodily injury or death in the minimum amount of \$100,000.00 for injury to one person, \$1,000,000.00 for one accident and property damage insurance worth \$50,000.00 is currently in effect covering the program with a company licensed to do business in Virginia. This certificate must indicate that the Board is an additional insured on the policy.

10.2: In the event an insurance policy is not provided at least ten days prior to the commencement of this permit, the User shall forfeit any right to the use of the School as set forth in this Agreement.

11. Advertising

User may not publish, post or exhibit or allow to be published, posted, or exhibited, advertisements, mentioning or referring to the Board or the School without the written consent of the Principal. User must take down and remove advertisements objected to by the Principal.

12. Compliance with Laws

User shall comply with all laws of the United States and the Commonwealth of Virginia, and all requirements of the police and fire departments or other municipal or county authorities in the jurisdiction in which the School is located, and shall obtain and pay for all necessary permits and licenses.

13. Lost or Left Behind Articles

The Principal may remove from the premises and discard personal property left behind by User or User's patrons. The Principal may, in its discretion, store such property in the Board's name or, at the Board's option, in the name of User. User shall pay the established rate per day, or a reasonable rate if stored on Board property or moved by the Board, as payment for moving the effects out of the building and for storage.

14. Miscellaneous

14.1: This writing represents the total agreement between the Board and User. No oral modifications have been made. This license may only be modified by a writing signed by both the Board and User.

14.2: If any part of this permit is ruled by any court to be void for any reason, it will be severed and the rest of the contract will continue in force as if the invalid part had never been a part of this permit.

14.3: User shall not bring or permit a person to bring an animal into the building without the written consent of the Principal.

14.4: User may not place or put up decorations without the consent of the Principal.

14.5: The Board has the right to require User to remove from the premises anything placed in the School in the sole discretion of the Principal, at any time.

14.6: User may not obstruct the halls, ramps, entrances, or lobby of the School. User may not permit any chairs or movable seats to be or remain in the passageways and will keep the passageways clear at all times.

14.7: User may not admit a larger number of persons than the seating capacity of the School will accommodate, and User may not allow a greater number of persons to congregate in any place in the School than can safely or freely move about in that area.

14.8: User agrees that if its Program lasts ninety (90) minutes or more, an intermission will be held.

14.9: User agrees not to assign a right under this permit to a person, entity, or group without the written consent of the Board.

14.10: User agrees to pay all attorneys' fees incurred by the Board due to the failure of the User to comply with all terms of this permit.

14.11: User agrees that no illegal, indecent, lewd, obscene, immoral, or racially inflammatory program in the sole opinion of the Board, Superintendent or Principal, will be presented. User must remove or rewrite the offensive portions. The Board may, in the sole discretion of the Board, Superintendent or Principal, terminate this license where User presents or attempts to present a program which is offensive for one of more of the reasons aforesaid.

14.12: Any dispute arising under this agreement shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation resulting from this agreement shall be proper only in Bedford County General District Court or Bedford County Circuit Court.

15. Guaranty Provision

The undersigned officers and agents of User execute this agreement in their individual capacity, in consideration of the covenants contained herein, to guarantee to the Board payment of any sums owed to it by the User pursuant to this agreement. Such individuals agree to be held personally liable to the Board for any such sums.

16. Payment of Costs

User shall pay the following costs in advance, a minimum of 72 hours prior to commencement of the Program. One-half hour will be calculated for preparing the building prior to the event and one-half hour for securing the building after the event.

| | |
|---|-----------------|
| Custodian\Staff @ \$22.00 per hour | \$ _____ |
| Rooms @ \$25/hr., | \$ _____ |
| Cafeteria: | |
| Without Kitchen @ \$50.00/hr., | \$ _____ |
| With Kitchen @ \$75.00/hr., | \$ _____ |
| High: | |
| Gym @ \$75.00/hr., | \$ _____ |
| Auditorium @ \$75.00/hr., | \$ _____ |
| Middle & Elementary: | |
| Gym @ \$40.00/hr., | \$ _____ |
| Auditorium @ \$40.00/hr., | \$ _____ |
| Audiovisual staff @ \$25.00 per hour | \$ _____ |
| Ball Fields: | |
| Without lights @ \$50.00/hr., | \$ _____ |
| Lights additional charge @\$25.00/hr., | \$ _____ |
| Track @ \$25.00/hr., | \$ _____ |
| Rehearsal for scheduled event @ \$15.00/hr., | \$ _____ |
| Flat Fee for Youth sports organizations @ \$400.00 per season, Only applies for groups that serve exclusively Bedford County Public School Students | \$ _____ |
| TOTAL | \$ _____ |

If this amount is not paid in full by cash or check made payable to the School prior to such time, the User shall forfeit any right to the use of the School as set forth in this Agreement. The total amount set forth in the paragraph shall not be construed to prevent the Board from requiring payment by the User of any costs over and above this amount which result from User's use of the School.

DATE _____

_____ SCHOOL

By:

Principal

User:

By:

Title:

The following individuals sign as guarantors in their individual capacity to assume personal liability for any sums owed to the Board by User pursuant to this agreement.

