

**USE OF SCHOOL FACILITIES AGREEMENT**

**THIS AGREEMENT** by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA** (hereinafter "SCHOOL BOARD") and \_\_\_\_\_  
(Name of Organization/Group/Person)

\_\_\_\_\_ of \_\_\_\_\_  
(Street or Post Office Address)

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

Whose telephone number is \_\_\_\_\_ (hereinafter "USER").

**WITNESSETH:**

**1. THE SCHOOL BOARD SHALL:**

A. Not discriminate against any eligible non-school group in permitting use of educational facilities and grounds.

B. Permit the USER to use the following facility(ies) designated as \_\_\_\_\_ at \_\_\_\_\_  
(Class Room #/Cafeteria/Gym/Auditorium/Other) (School)  
to be used on \_\_\_\_\_  
(Date(s))  
for the purpose of \_\_\_\_\_  
\_\_\_\_\_.

C. Furnish electricity/light/water/restrooms for ordinary purposes but for no other purpose; interruptions, delays or failure in furnishing any of these shall not give USER any right to or claim for damages resulting thereof.

D. Charge USER a fee for the use of the designated facility(ies) unless waived or adjusted by the Superintendent. This fee shall be \_\_\_\_\_ for each time the facility(ies) is(are) used.

E. Provide USER with District employee(s) and charge USER for District employee(s) to serve as event system/facility resource expert, or other functions

as determined by the principal.

<u>Designated Employee</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Benefits (FICA/Retirement)</u>

2. **THE USER SHALL:**

- A. Abide by all Conditions, Restrictions, and Activities Prohibited requirements of attached School Board Rule 6Gx17-5.06.
- B. Indemnify, defend and hold the SCHOOL BOARD, its agents and employees harmless from and against any claim or liability for damage or injury to property or persons, including death, which may arise or accrue by reason of USER'S, its agents, servants, employees, guests or invitees use of the facility(ies) or property of the SCHOOL BOARD and, further, assume full responsibility for the character, acts and conducts of all persons admitted to the facility(ies) or property of the SCHOOL BOARD by the consent or knowledge of the USER, its agents, servants, employees, guests, and invitees.
- C. Comply with all applicable provisions of law and SCHOOL BOARD rules, as amended.
- D. Pay all fees and costs by check or money order to the above-named school no later than forty-eight hours prior to the scheduled event.
- E. Any USER not paying charges when due shall not be permitted to use SCHOOL BOARD facility(ies) in the future until all delinquent charges are paid.

3. As the activities of the above-named School and SCHOOL BOARD have first priority of use of the designated facility(ies), the SCHOOL BOARD reserves the right to alter USER'S scheduled use of the designated facility(ies) and will attempt to reasonably notify the USER in advance.
4. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use will be cancelled.

**WITNESSETH:**

The SCHOOL BOARD and USER grant to the other and reserve unto themselves the right to terminate this Agreement, with or without cause, by giving not less than thirty (30) days written notice to the other, at any time notwithstanding anything to the contrary herein. The USER may terminate its right to occupy the facility(ies) without terminating the USER'S obligation to indemnify the SCHOOL BOARD in accordance with paragraph 2(B) above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Superintendent, as Secretary to the School Board

**USER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **5.06 NON-SCHOOL USE OF EDUCATIONAL FACILITIES**

### **(1) USE OF EDUCATIONAL FACILITIES AND GROUNDS**

(a) Pursuant to the terms and conditions of this rule, the School Board permits the use of educational facilities (including grounds) by eligible non-school groups during non-school hours for any legal assembly, for community use centers, and, at other times for polling places in any general, primary, or special election. Such non-school use of educational facilities and grounds shall only take place after the execution and delivery of the then most current edition of the standardized School Board Use of School Facilities Agreement. Rules set forth in this section shall not apply to long-term facilities use established under other provisions such as a tenant lease agreement.

(b) “USE OF SCHOOL FACILITIES AGREEMENTS” are obtained at the building Principal’s office and must be filed at least thirty (30) days before the proposed date of use. Facility use may also be requested through the Superintendent’s Office by calling 469-6131. A facility use agreement must be completed and approved for each event scheduled during or after the normal school day, weekends, days when school is not in session, holidays, and during the summer months. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use are cancelled. Consult a radio, TV, or the District website [www.escambia.k12.fl.us](http://www.escambia.k12.fl.us) for notification of cancellation.

(c) The principal will recommend approval or denial in writing to the Superintendent, who will review the principal's recommendation and issue a notice of approval or denial to the applicant. A notice of denial shall contain a notification of the applicant's appellate rights. The Superintendent may deny an application for rental only:

1. If an applicant is ineligible under this rule pursuant to the provisions of Section (4) Classification of Users; Section (6) Restrictions on Use of Educational Facilities and Grounds; Section (7) Use of Educational Facilities by Religious Groups; or Section (8) Activities Prohibited;
2. For prior nonpayment for use of facilities; and/or
3. For prior use that resulted in damage to a District facility.

(d) The applicant may appeal the Superintendent's denial to the School Board at its next regular meeting provided the agenda requirements of Rule 6Gx17-1.06 are met. An applicant's failure to appeal the Superintendent's denial at the next regular meeting of the School Board will constitute a waiver of the applicant's appellate rights and will render the Superintendent's decision final.

(e) Notification of cancellation must be submitted to the Facility Scheduler (Principal or building Administrator) at least forty-eight (48) hours before the scheduled time of use, or the full rental fee and personnel fees will be charged.

(f) As the activities of the above-mentioned School and the School Board have first priority of use of the designated facility(ies), the School Board reserves the right to alter user's scheduled use of the designated facility(ies) and will notify or reasonably attempt to notify the user in advance.

## **(2) SCHOOL BOARD NOTIFICATION**

Upon approval of use, a copy of the USE OF SCHOOL FACILITIES AGREEMENT shall be forwarded to the School Board office and retained until the completion of the usage period.

## **(3) CONDITIONS FOR USE**

The following conditions shall be observed:

(a) Certificates of insurance, naming the School District of Escambia County as additional insured, may be requested for liability protection or any other type of insurance as the School Board deems necessary. The certificates of insurance must be on file with the School District of Escambia County five (5) days prior to the date of use.

(b) An appropriate regular school employee, custodian, lifeguard, and/or supervisor designated by the principal shall be on duty at all times when educational facilities or grounds are being used by an eligible non-school group. The district employee designee and the designee's hourly rate of pay shall be included in the Use of School Facilities Agreement.

(c) No classroom may be used during school hours by an eligible non-school group other than a school-sponsored organization. No activities incompatible with the instructional purposes and directly related activities of the school district will be allowed during normal school hours.

(d) Decorations are permitted only with approval of the principal or building administrator. Only materials acceptable to the fire marshal may be used.

(e) Under no circumstances are any materials to be used on floors or other parts of the building without the approval of the school district employee on duty.

(f) Smoking in a school building is strictly prohibited.

(g) Alcoholic beverages, gambling devices or illegal substances of any kind are not permitted on school property. Anyone who appears to be under the influence of alcohol will be denied access to a school facility.

(h) Responsible representatives of a user shall be present at all times a facility is in use. Any necessary security, including uniformed law enforcement officers, shall be provided by and at the expense of the user. The number of representatives, the security measures and the number of uniformed law enforcement officers to be utilized during a particular

use of a facility shall be within the discretion of the school principal or other administrator of the facility being utilized.

(i) Guns, weapons or guard dogs are not allowed in any school building or on any school property without prior written permission from the Superintendent/designee. (Governmental law enforcement officers are exempt; private security guards are not exempt.)

(j) Fire doors, fire protection apparatus, or means of egress will not be blocked or tampered with.

(k) To protect the community's investment, the District requires the following:

- Return furniture to original locations
- Leave school writing on white/chalk boards undisturbed
- Erase whiteboards if vacant sections are used
- Be respectful of a teacher's desk and materials
- Materials and equipment in the area should be left undamaged
- Clean up the area after use, including table tops and floors
- Close windows and turn off lights upon leaving
- Place all waste in the proper receptacle

(l) If an accident happens, and damage occurs, it must be reported promptly to the custodian or District employee on duty. Users are held responsible for damage.

(m) Groups are responsible for providing all supplies and materials necessary.

(n) In case of medical or other emergency situations, please notify the custodian or school district employee on duty who will take a report of the incident.

#### **(4) CLASSIFICATION OF USERS**

(a) All users of educational facilities, other than school-sponsored organizations, shall pay fees as outlined in Section 5 of this rule. Users are divided into three groups for the purpose of assessing fees.

##### **1. Group A (Non-Profit)**

Any organized non-profit group or organization within the school district whose purpose is directly connected to the school district or community --- examples are:

Parent Teacher Organizations

School Parent Groups

School Committees

Athletic Boosters

Band Boosters

Municipal/Government Agencies

## **2. Group B (Discounted Organizations)**

Any community group or organization that has an affiliation with Escambia Schools --- examples are:

Boy Scouts

Girl Scouts

AAU Basketball Groups

Homeowners Associations

Neighborhood Groups (informal)

Churches/Religious Education

Charitable Organizations – to qualify 501(c)3 paperwork must be on file.

## **3. Group C (General Users)**

Any group, including commercial or profit-making organizations, or individuals offering services for profit.

### **(5) Fees and Rate Schedule**

(a) Hourly rental fees for buildings and daily rental fees for outdoor facilities and stadiums will be charged to all users at the established rates for the given year.

(b) The hourly/daily schedule of fees for use of educational facilities and grounds is for normal use. Should any excessive wear or abuse occur, extra charges shall be assessed. All fees shall be promptly remitted in advance to the school's internal funds accounts. All checks shall be made payable to the school.

(c) In addition to the schedule of hourly and/or daily fees, the user shall pay directly to the school any additional costs incurred by the school in providing the requested facility including, but not limited to costs incurred in connection with providing appropriate staff.

(d) The fees to be charged are as follows:

	Building Hourly Rental Fees								
	Elementary Schools			Middle Schools			High Schools		
User Classification	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Classroom	N/C	\$6	\$12	N/C	\$6	\$12	N/C	\$7	\$15
Gym	N/C	--	--	N/C	\$13	\$25	N/C	\$15	\$30
Cafeteria/Commons	N/C	\$7	\$15	N/C	\$7	\$15	N/C	\$10	\$20
Pool	N/C	--	--	N/C	--	--	N/C	\$125 per day \$70 for ½ day	\$150 per day \$75 for ½ day
High School Auditoriums (PHS, Washington)	N/C	--	--	N/C	--	--	N/C	\$175 four-hour session \$40 each additional hour	\$350 four-hour session \$75 each additional hour
N. B. Cook Auditorium	N/C	\$175 for four-hour session \$40 each additional hour	\$350 for four-hour period \$75 each additional hour	N/C	--	--	N/C		

	OUTDOOR FACILITIES Daily Rental Fees								
	Elementary Schools			Middle Schools			High Schools		
User Classification	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Athletic Fields – Softball, Baseball, Soccer	--	--	--	N/C	\$50	\$100	N/C	\$75	\$150
Track	--	--	--	N/C	\$50	\$100	N/C	\$75	\$150
Tennis Courts	--	--	--	N/C	\$50	\$100	N/C	\$75	\$150
Parking Lot (Rate/Fee)	--	--	--	N/C	N/C	N/C	N/C	N/C	N/C

	STADIUM Daily Rental Fees								
	Elementary Schools			Middle Schools			High Schools		
User Classification	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Includes the use of the stadium equipment- Soccer goals, etc.	--	--	--	N/C	\$75 Per day for daytime use \$150 per day for evening use	\$150 per day for daytime use \$300 per day for evening use	N/C	\$150 per day for daytime use \$250 per day for evening use	\$300 per day for daytime use \$500 per day for evening use

(e) Payment of Fees

- The applicant is responsible for payment of all charges associated with the group's use of facilities/sites. Payment in full is due 48 hours prior to the scheduled event. All payments shall be made to the school's internal fund.
- Any other special payment considerations must be submitted and approved by the Superintendent's Office.
- The Superintendent of Schools, Deputy Superintendent of Schools, and the Assistant Superintendent of Operations may negotiate contracts for large volume users to benefit the school district.

(f) Fiscal Accounting

A special fund for facilities rentals shall be maintained at each school through the internal accounts of the school. All fees and costs charged for the use of school facilities will be processed through this fund. Any significant balance of the fund may be used by the school for improvements and upkeep of the rented facilities.

**(6) RESTRICTIONS ON USE OF EDUCATIONAL FACILITIES AND GROUNDS**

(a) Homemaking equipment shall only be used for educational purposes. A school organization wishing to use the equipment of a homemaking department shall:

1. Be sponsored by a teacher;
2. Be approved by the principal;
3. Use the equipment after school hours or when homemaking classes are not in session;
4. Schedule a time for the use of such equipment with the homemaking teacher who shall be present when equipment is used;
5. Furnish detergent when using washers;
6. Leave equipment and department clean and in good order.

(b) The use of school lunch kitchens shall be restricted to Parent Teacher Associations or other school-affiliated groups. A regularly employed representative of the particular school lunch department shall be present during such use. Kitchens shall not be made available to any other organization.

(c) The use of administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall be restricted to educational institutions, District affiliated groups, and school affiliated groups. A regularly employed and appropriately trained representative of the District or school shall be present during such use. Administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall not be made available to any other organization.

(d) The user is not to use or operate any school equipment other than that specified in the contract.

(e) School facilities shall not be used for dances except those sponsored by schools in the Escambia County Public School System.

(f) The following rules shall apply to use of stadiums:

- An event manager representing ECSD shall be present and has the authority to make decisions on its behalf.
- Only molded cleats, screw in style football, soccer, lacrosse cleats, turf shoes, or sneakers may be worn on the field.
- No Gatorade/PowerAde or any other drink supplement can be consumed on the field as it will stain the turf.

- No gum, sunflower seeds, or any tobacco products may be used.

(g) The following rules shall apply to use of a swimming pool:

- Individuals or groups will not be allowed the use of a swimming pool without the service of qualified lifeguards and locker room attendants.
- No underwater equipment shall be used except with the permission of the director of the swim program for the School District of Escambia County.
- Persons using any swimming pool shall conform to the health regulations established by the Escambia County School District and as administered by the lifeguard or instructor.

## **(7) USE OF EDUCATIONAL FACILITIES BY RELIGIOUS GROUPS**

(a) When educational facilities are to be used by religious groups for special programs, all terms and conditions of this rule shall apply.

(b) Use of educational facilities shall not be granted for religious services unless satisfactory evidence is presented that real property has been secured for a church facility and that plans are in preparation to build church facilities for the religious group.

(c) Use of educational facilities for religious services shall not be granted for more than a period of six months.

(d) Classrooms shall not be used by religious groups.

## **(8) ACTIVITIES PROHIBITED**

(a) Promotion of activities subversive to the laws of the United States or any subdivision thereof, or to overthrow the government of the United States, or supporting doctrines of violence, hatred, or discrimination is prohibited.

(b) Any activity that may violate the canons of good morals, manners, or taste or be injurious to the buildings, grounds, or equipment is prohibited.

(c) Commercial advertising is prohibited.

(d) Sub-leasing or shared use is prohibited.

Statutory Authority: Sections 1001.32; 1001.41; 1013.10, Florida Statutes.

Law Implemented: Sections 1001.42; 1013.10, Florida Statutes.

History: Revised: 9/24/91; 4/30/92; 5/16/00; 11/20/01; 05/20/03; 12/16/03; 08/15/06.

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Signer:

Kevin T. Windham, CFE, Director  
Risk Management  
Escambia School District  
75 North Pace Boulevard  
Pensacola, FL 32505

Initials of each

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\_\_\_\_\_  
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