

**THE SCHOOL BOARD OF NASSAU COUNTY**  
**FACILITY USE AGREEMENT**

Persons or groups using the School Board of Nassau County facilities do so under the following conditions:

- I. The School Board of Nassau County shall:
  - A. Furnish utilities as it may, at its sole discretion, deem necessary for purpose of the users.
  - B. Reserve the right to cancel this permit if it is found that the facility is needed for school use.
  - C. Reserve the right in the exercise of its discretion, to rescind and cancel this permit at any time when, in their opinion, the purpose or purposes for which the premises herein described are being used, is intended to be used, shall be obnoxious or inimical to the best interest of the School Board of Nassau County.
  - D. Provide a NCSB representative on campus (except in the case of field use only).
  
- II. The User shall:
  - A. Hold the School Board, its officers, agents, and employees harmless from any damage or accidents or injury that may happen to the user or his agents, servants, employees, or property or to anyone else by virtue of the user's use of the property from any cause whatever, prior, during or subsequent to the period covered by the agreement, and the said user hereby releases the School Board of Nassau County from and agrees to indemnify it against any and all claims for such occurrences.
  - B. Pay for labor and usage fees incurred.
  - C. Obtain at the user's own cost and expense any and all licenses or permits required by law or ordinance.
  - D. Take the premises as they are at the time of occupancy by the user. In the event the user finds it necessary to remove or change the location of any furnishings or equipment, the changes shall be made by the user at the user's expense and shall be replaced as found; provided, however, that no removals or changes shall be made without prior consent of the school principal.

- E. Have all deliveries of needed equipment and material made with the prior consent of the school principal.
- F. Remove from the premises immediately following use, all equipment and material owned by the user. Anything not removed may be subject to handling and storage charges.
- G. Prohibit the use of intoxicating beverages, harmful drugs, or gambling devices of any kind.
- H. Prohibit tobacco use by all persons on School Board property or in School Board facilities.
- I. Forbid the use or storage on any part of the school premises any substance or thing prohibited by any law or ordinance, or by standard policies of fire insurance companies operating in the State of Florida.
- J. Not be granted permission to store in or on any part of the school premises any illuminating oils, candles, turpentine benzene, naphtha or other similar substances or explosives of any kind.
- K. Pay state/federal taxes directly to the government.
- L. Operate the heating and cooling systems in the school facilities at the following settings:
  - Cooling – Thermostat shall be set at 78 degrees.
  - Heating – Thermostat shall be set at 65 degrees.
- M. Not remove any School Board property from the school under any condition, not withstanding the rental agreement contained herein.

## **PROCEDURES FOR APPROVING THE USE OF FACILITIES AND EQUIPMENT**

- I. The applicant completes an original and three (3) copies of the Application for Use of School Facilities form.
- II. The applicant submits the original and three (3) copies of the Application for Use of School Facilities form to the Principal or building administrator at least 10 school days prior to the date of the requested use.
- III. The Principal or building administrator first approves or disapproves the application and notifies the applicant.
- IV. The Principal or building administrator provides the applicant with a copy of the Facility Use Agreement.
- V. If approval is given, the administrator determines if the applicant must pay a usage fee and/or fee for labor for custodial or cafeteria services.
- VI. The administrator notes the charges in detail on the Application for Use of School Facilities form.
- VII. The applicant's check for the entire fee, made out to the School Board of Nassau County, should be attached to the application.
- VIII. The building administrator sends the original and three (3) copies of the approved forms to the Superintendent or designee for approval.
- IX. After approval, the Superintendent or designee sends one copy of the form and the check to the Director of Business Services, one copy to the Director of Facilities, and returns the original and one copy to the administrator. One copy of the form is given to the user and the original is filed by the administrator.
- X. If approved by the Superintendent or designee, the check will be deposited and the funds will be credited to the appropriate account(s).
- XI. Any cancellations or changes in usage or payments should be forwarded in writing to the Director of Business Services.

### **Certificate of Insurance**

A Certificate of Insurance is proof that the using organization has purchased insurance to cover its liabilities while using school facilities. Most insurance companies have both short and long term policies available. This insurance protects the owner in case a person(s) or property is damaged while another person or group or agency is using the property.

All users of School Board facilities must show a Certificate of Insurance with the Nassau County School Board being listed as an additional name insured. It is the responsibility of the Principal to verify that the certificate of insurance has coverage in the amount of \$100,000 per person, \$200,000 per occurrence, and \$50,000 property.

Questions concerning the Use of Facilities and Equipment may be referred to:

Superintendent or designee	491-9905
Director of Business Services	491-9861