



## CLAYTON COUNTY PUBLIC SCHOOLS FACILITY USE CONTRACT

### Terms and Conditions

*(Please initial each Term/Condition)*

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs. \_\_\_\_\_
2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Clayton County Public Schools. All persons, bags, packages, etc. are subject to search at any time. \_\_\_\_\_
3. **Search:** All Persons are subject to search, including but not limited to, person, bags and parcels. \_\_\_\_\_
4. **No Smoking:** SMOKING IS PROHIBITED on Clayton County Public Schools' property by Clayton County Board of Education policy and the Official Code of Georgia 16-12-2. \_\_\_\_\_
5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED on Clayton County Public Schools' property by Clayton County Board of Education policy and the Official Code of Georgia 03-03-211. \_\_\_\_\_
6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives any and all claims for damages against Clayton County Public Schools in the event of such an occurrence. \_\_\_\_\_
7. **Explosive Hazards:** No person shall be permitted to bring to the building or grounds or keep herein anything which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Clayton County Public Schools reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed. \_\_\_\_\_
8. **Public Safety:** Nothing contained in this Lease shall be construed to prohibit the Department of Public Safety, Health Department, Police Department, Fire Department, or any department of the Clayton County Public Schools, its agents or employees, from entering the leased premises for the purpose of discharging their lawful duties. The sidewalks, passageways, halls, stairways, seating and exits specifically shall not be obstructed by the Lessee or any other person. \_\_\_\_\_
9. **Contracts:** The Clayton County School Board reserves the right to review any contracts between Lessees and other parties involved in using any Clayton County Public Schools' facility. \_\_\_\_\_
10. **No Sub-leasing:** No portions of the buildings or grounds shall be leased or sublet out by Lessee without the consent, in writing, by Lessor. The buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out. \_\_\_\_\_
11. **Leased Space:** This contract does not cover any space or accommodations other than those checked on the "Clayton County Public Schools Facility Use Contract". \_\_\_\_\_
12. **Contracted Time of Use:** All facility use charges are calculated from the time the facility is opened until it is closed. All cashier's checks/Postal Money Orders are to be made payable to "Clayton County Public Schools". All rentals are to be paid in advance for school facilities. \_\_\_\_\_
13. **Cancellation:** In the event of inclement weather or other circumstances where Clayton County Public Schools are closed, all facilities will also be closed. This decision is made by Clayton County Public Schools' officials and not by Lessees. \_\_\_\_\_



## CLAYTON COUNTY PUBLIC SCHOOLS FACILITY USE CONTRACT

### Terms and Conditions

*(Please initial each Term/Condition)*

14. **Advertising:** No advertising or publicity about any event which would name a Clayton County Public Schools facility shall be distributed prior to the payment and approval of a Facility Use contract. \_\_\_\_\_
15. **Supervision:** Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance. All security arrangements shall be made through the Clayton County Public Schools Safety and Security Dept. The Safety and Security Department will determine the number of personnel required to police the event before contract is approved.  
\_\_\_\_\_
16. **Equipment Removal:** Lessor reserves the right to move from the building all property remaining in the building after the time specified in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day thereafter, up to 30 days at which time all equipment, props or effects will belong to the Clayton County Public School System. \_\_\_\_\_
17. **Insurance Requirements:** Lessor reserves the right to require Lessee to provide adequate liability insurance or a bond for damages to person or property that may occur while using any facility of the Clayton County Public Schools. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Commercial Lessees and/or Lessees charging admission, taking orders or selling merchandise specifically agree to carry comprehensive, liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and Clayton County Public Schools against damages that may occur. A certificate of insurance to the facility administrator may be required 30 days prior to the event. \_\_\_\_\_
18. **Liability:** To the extent permitted by law, the Lessee herein shall be liable for any and all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property upon Lessors premises. \_\_\_\_\_
19. **Indemnity:** To the extent permitted by law, the Lessee agrees to hold harmless the Clayton County Public Schools, Clayton County Public Schools' employees, agents or volunteers from any and all damages to persons or property during the use of said building, grounds, and equipment, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Clayton County Public Schools, Clayton County Public Schools' employees, agents or volunteers. To the extent permitted by law, Lessee agrees to indemnify and pay to the Clayton County Public Schools for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Clayton County Public Schools or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Clayton County Public Schools, Clayton County Public Schools' employees, agents or volunteers. \_\_\_\_\_
20. **Freight Deliveries:** Lessee agrees that when any part of the buildings or grounds is used for a meeting which requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight and to ship all freight from the building within contracted hours. Lessor will not accept freight prior to the meeting date, and Lessor will not be responsible for any freight shipped to any Clayton County Public Schools' facility.  
\_\_\_\_\_



## CLAYTON COUNTY PUBLIC SCHOOLS FACILITY USE CONTRACT

### Terms and Conditions

(Please initial each Term/Condition)

21. **Care of Facility:** Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease. No nail, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repair, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of any type of cohesive tape is prohibited. Nothing, including pins, shall be attached to any curtains. \_\_\_\_\_
22. **Equipment Rental:** All technical equipment furnished as a part of this agreement shall be operated by personnel approved by Clayton County Public Schools. (See *S. Truett Cathy Professional Learning Center Price List and Contract Addendum*) \_\_\_\_\_
23. **Animals:** No animals, other than medically required service dogs, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor. \_\_\_\_\_
24. **Food and Beverages:** No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Clayton County Public Schools. \_\_\_\_\_
25. **Television:** Televised shows or events held on Clayton County Public Schools' grounds will be required to pay the current rate for Electrician and/or Technician's services. The name "CLAYTON COUNTY PUBLIC SCHOOLS" shall appear in the credits of any event filmed, but only with prior written approval of the District. \_\_\_\_\_
26. **Copyright:** Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency are the sole responsibility of the Lessee. \_\_\_\_\_
27. **Cancellation:** Lessor and Lessee each reserve the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of such party, cancellation is necessary to protect the health, welfare, morality, or safety of the public. Lessor reserves the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of Lessor, the premises are used for any purpose other than that specified in this lease, or if the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local school needs for school related activities. Lessor and Lessee shall each make every reasonable effort to give the other party prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract by either party, the non-canceling party shall have no claim of any character against the canceling party by reason of such cancellation. \_\_\_\_\_
28. **Contract Termination:** Lessor reserves the right at any time to order out any person, animal, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. To the extent permitted by law, Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a prorated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours actually used for the event by the number of hours originally scheduled, then multiplying that number by the total charges. \_\_\_\_\_
29. **Prejudice:** Lessee shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability. \_\_\_\_\_
30. **Additional Regulations and Conditions of Use:** Clayton County Public 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. \_\_\_\_\_