

FACILITIES USE AGREEMENT

STATE OF GEORGIA,
COUNTY OF TERRELL

This Agreement between the **TERRELL COUNTY SCHOOL DISTRICT** by and through the **TERRELL COUNTY BOARD OF EDUCATION** (hereinafter referred to as the "School District" and/or "Board") and _____
_____ (hereinafter referred to as "User") is as follows:

1. The School District hereby agrees to allow User to use _____
_____ (hereinafter referred to as the "School Facilities") for the purpose(s) of _____. The User will have use of the School Facilities from _____ to _____ on the day of _____, 20___. The use of the School Facilities shall be limited to the date, time and purpose specified by the parties and no other use shall be permitted.
2. In consideration for the use of the School Facilities described above, User will pay to the School District the total amount of \$ _____. (\$___ per day for utilities).

The amount specified above shall include reimbursement for custodial and/or school nutrition personnel, in the minimum amount of \$___ (four hours at \$___ per hour; 2 custodians for groups over 150 people) for custodial support and, in the case of use of the kitchen facilities, school nutrition staff (one hour minimum at \$_____ per hour).
3. User will be responsible for any damage to the School Facilities or any other property, real or personal, belonging to the school district and occurring during the time the User has use of the School Facilities.
4. User's right to use of the School Facilities shall be revocable at any time that the School District determines, in its sole discretion, that continuance of such use is inconsistent with the education mission and/or needs of the District.
5. User agrees to indemnify and hold harmless the School District, its employees and agents for any and all claims arising from the use of the School Facilities. User promises and covenants not to sue the School District for any claim arising from or relating to its use of the School Facilities and forever waives, releases and discharges the School District for any claim and liability associated with the use of School Facilities whatsoever.
6. User will maintain, at its own expense, insurance in the amount of not less than \$1,000,000 to cover the loss, damage, or injury to any person or property resulting from the conduct of the User from its use, occupancy, management or possession of the School Facilities. The User shall provide the Board with a copy of such policy that names the Board as an insured under the policy.

7. In the event that User intends to use the School Facilities for the purpose of conducting or engaging in recreational, physical, or performing arts activity(ies), this Agreement shall be considered a "recreational joint-use agreement" and shall be governed by the provisions of O.C.G.A. §51-1-53.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this day of _____, 20__.

TERRELL COUNTY SCHOOL DISTRICT

By: _____
Superintendent

[Fill in name of organization/User]

By: _____

Title: _____