

## COMMUNITY USE OF SCHOOL FACILITIES

When not in use for school purposes, school buildings and grounds or portions thereof may be used for public, governmental, charitable, civic, recreational, cultural, and other purposes as approved by the Sevier County Board of Education. The Board will not accept liability for such usage.

- \* Requests for use of school facilities will be made to the school principal of the requested school prior to the date of use.
- \* After receiving this request, it will be forwarded to the Board for final approval.
- \* All activities must be under adult supervision as approved by the building principal.
- \* The group using the facilities will be responsible for any damage to the building and equipment and must observe all fire and safety regulations at all times.
- \* The use of alcoholic beverages, drugs, profane language, or gambling in any form is not permitted in school buildings.
- \* The Board will cooperate with recognized agencies, such as the Red Cross, National Guard, and Civil Defense to make available facilities during community emergencies.
- \* Many types of usage (basketball camps, cheerleading camps, etc) will require that the person or group provide liability insurance to ensure that the Board is not liable.

The attached usage agreement must be accomplished by person(s) or group(s) wishing to use the facilities of the school system.

**Agreement for Facilities Usage of Sevier County Schools**

This Agreement, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Sevier County Board of Education by and through the Building Level Principal and/or the Director of Sevier County Schools (hereinafter referred to as "School") and \_\_\_\_\_, (hereinafter referred to as "user").

That for and in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Subject to the terms and conditions contained herein, School shall allow User to utilize the following facilities of \_\_\_\_\_ School, to wit:
2. The Utilization period shall be \_\_\_\_\_.
3. It is agreed by and between the parties hereto, that School shall not be liable to User or any of its participants, spectators, or any third party, for any injury damage, claim for injuries, death, and damages resulting there from or any property damages, personal injuries or property damage which User or some third party, spectator or participant of user's activity might sustain on entering or being upon School's premises.
4. User agrees to carry at its/their own expense, public liability and property damage insurance with minimum limits for liability insurance of \$1,000,000 (one million dollars) combined single limit insurance. Such insurance shall be for the joint benefit of School and User and shall name Sevier County School System (226 Cedar Street, Sevierville, Tennessee 37862) shall be given at least ten days advance written notice in the event of cancellation of the policy.
5. Irrespective of said insurance, User shall indemnify and save Sevier County School System and Board of Education free and harmless from any and all claims, actions, damages, expenses (including with limitation, reasonable attorney fees) and liability whatsoever arising out of or in any way connected with injury (including death) or property damage to any person, firm, corporation, spectator, User or other entity, arising directly or indirectly from the use or occupancy of the aforescribed premises or any part thereof by User, spectators, participants, agents, invitees, or other person, firms, corporations or entities.
6. User, an inducement to School entering into this Agreement, states that it has inspected the facilities/premises that User will be making use of and that same is satisfactory for Users, and further that its condition is safe and does not contain any dangerous condition which would cause personal injury or death to Users, spectators, guest, and participants.
7. User, together with all of its participants and spectators, shall leave the utilized area clean and free of debris following the activity. In the event they fail to do so the determination of which shall solely that of the School, User shall pay to School, a cleanup fee ( time and a half personal wages, plus matching wage expenses due and any additional expenses necessary to clean area) to be due and immediately payable on receipt of billing.
8. User agrees that it is liable to the School for the actual cost of repair and /or replacement of and equipment or portion of the facility, which is damaged, destroyed or removed.

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- 9. School shall have the right to cancel this Agreement at any time upon giving User 15 days written notice of cancellation.
- 10. School shall have the right to close and cause User, spectators, participants and guests to vacate the User's facility at any time in the event School determines that a condition exists or activity is taking place which is inappropriate.
- 11. School have priority use over the facilities which are subject to this Agreement and in the event School determines it has a need to utilize the facility, at a time or times when User has scheduled usage of the same, User's usage shall be cancelled by School, giving User notice either in writing or in person no less than three (3) days in advance of User's scheduled usage of the facility.
- 12. In the event User determines that they will not be utilizing the facility, the subject of this agreement, they/it shall notify School three days in advance of the scheduled usage, either in writing or person, that the facility shall not be utilized. Failure on the part of User to give notice to the school can result in User paying and additional payment for failure to cancel fee in the amount of \$50.00, at the discretion of the School.
- 13. User shall not and does not have the right to transfer or assign any of its rights or privileges under this Agreement, to any other person, organization, firm, corporation, or legal entity.
- 14. All activities conducted during User's utilization shall be at the direction and control of User not acting in any way as an agent, servant, employee, or representative of Sevier County Board of Education or Sevier County School System and User's action in all regards shall not be binding on School. User is an independent contractor. A joint venture between the parties hereto is not created by this Agreement.
- 15. This Agreement shall not be in effect or binding and School shall not be obligated to provide User facilities, until the insurance requirement of section 4 above are carried forth, including but not limited to, User delivering evidence of the required insurance to School. In the event the insurance lapses for any reason during the period covered by this Agreement, School, at its option, has the right to terminate this Agreement without liability or obligation to User.
- 16. This Agreement is executed by each of the parties by theirs/its duty authorized signatory so as to be binding on each of the parties hereto.

This is the \_\_\_\_\_ day of \_\_\_\_\_.

USER

SCHOOL

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

By: \_\_\_\_\_  
School System Representative

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness