

THE SCHOOL DISTRICT OF CITRUS COUNTY, FLORIDA
FACILITY USE FORM FOR YMCA ACTIVITIES

This Agreement made between the School Board of Citrus County, Florida (hereinafter referred to as the "Board") and the YMCA of the Suncoast.

In consideration of the following mutual promises and conditions, the Board and User (YMCA) agree as follows:

1. Facility and Date/Time of Use:

The Board grants to User the temporary use of the facilities known as _____, located at _____, during the hours of _____ on the following date(s) _____. User shall not occupy the facilities between the hours of 12:00 a.m. and 6:00 a.m. without the express written permission of the Superintendent or designee. Such use shall be in conformance with and subject to the Master Agreement Between the School Board of Citrus County, Florida and the YMCA of the Suncoast.

2. User Fee (if applicable):

There will be no charge for the use of approved school site-based facilities during the normal school day. This shall include hours during a day, or half day, that is scheduled for educational instruction after students are dismissed but school custodial staff is still scheduled to be on site. Approved site-based facilities, including rooms within the school, outdoor playgrounds and sports fields. This shall not include after school and before school care (daycare) or summer camps which are as follows:

- A. Optional Elementary School Before and After School Care during Thanksgiving and/or Christmas Break: **\$60.00 per day per school plus custodian** (if custodian is not scheduled to work on this day) *
- B. Optional Middle School Before and After School Care during Thanksgiving and/or Christmas Break: **\$60.00 per day per school plus custodian** (if custodian is not scheduled to work on this day) *
- C. Summer Camp (optional based on facility availability): **\$2, 000 per school** for the

Summer with start and end dates to be approved in advance by the Superintendent of Schools or designee plus the custodian's hours on Fridays when school staff is not scheduled to work. The custodian is selected and approved by the principal at the school.

D. Use of Facilities outside the normal school day excluding day care and Summer camps (such as weekends and holidays):

Classroom or Similar Room:	\$30.00 per day/event + custodian*
Cafeteria:	\$110.00 per day/event+ custodian*
Gymnasium:	\$150.00 per day/event+ custodian*
Outdoor Facility:	\$200.00 per day/event+ custodian*

*Custodial Services: **\$ 30.00 per hour for four (4) hours (\$120.00) per event** based on availability and a time agreeable to the principal (based on the type of event). These services will be scheduled between the YMCA and the Principal of the school site and will be outside the normal working hours of the custodian. Custodial fees shall be rendered at no charge if the use of the facility occurs during hours normally covered by school custodians and if the event or activity does not create any additional need for custodial services. The Principal will determine custodial hours required.

Total fee to be paid by the YMCA: _____

3. User shall conform to the general conditions of use set forth in the Master Agreement and any additional conditions of use, and other matters, if any, set forth in the Facility Use Request.
4. This Agreement shall be deemed dated, and become effective, as of the date on which a duly authorized representative of the Board executes this Agreement, provided such date of execution is later than the date on which the User executes this Agreement.
5. This Agreement shall not be assignable or transferable in any manner without the express written consent of the Board.
6. Insurance Certificate required prior to approval:

Proof of Insurance Verified: _____
Director of Risk Management

7. User hereby agrees to hold harmless and indemnify the Board, its agents, and employees, from and against any and all losses, claims demands, penalties, judgments, court costs, attorneys' fees and liabilities of every other kind and nature in connection with, arising from, or related to User's use of the Board's facility, occupancy of the subject premises, installation, operation or maintenance of any fixtures or equipment in or upon the demised premises, or any negligence or fault of the User in failing to control, monitor or supervise any activity on the premises during the term of the lease of the premises hereunder.
8. Notwithstanding any other provision in this agreement, the User agrees to hold harmless and indemnify the Board from and against any and all losses, claims, demands, penalties, judgments, court costs, attorneys' fees and liabilities of every kind and nature whatsoever which may arise as a result of any employee, agent, member, guest, invitee, licensee or volunteer of the User causing any harm or violating any rights of the Board, or its agents, employees, or any student, parent, guardian, invitee, licensee, visitor or guest on or about the premises of any Board facility or who may otherwise be injured, including but not limited to injury to any civil right protected by law, as a result of or during any use of the facility by the User.
9. The User agrees that it will cooperate with the Board, school principal or designee of either of them when any of said Board representatives shall direct the User to remove any employee, agent, member, guest, invitee or licensee of the User from the facility. Such direction to remove may be given in the sole discretion of the Board or its designee so long as the Board or its designee shall require such removal in the interest of the educational program, or the safety, health, welfare or security of any student, parent, guardian, guest, invitee, licensee, employee or agent of the Board.
10. Risk of any loss to User's property shall be entirely upon User. User may not store any equipment, material or other matter in Board's facilities without express written approval from the Board.
11. No equipment, material or other matter which presents a health or safety hazard to persons or property may be brought upon the Board's facility. The use of open flames, makeshift electrical wiring, flammable and/or caustic materials and the like are prohibited.
12. All persons using the Board's facility pursuant to the Agreement shall confine themselves to the area of the facility for which temporary use has been granted to User.
13. The use of any form of tobacco (including vapor products and e-cigarettes), illegal drugs, liquor, profane language, obscene materials or acts, gambling or violence is prohibited.

- 14. Food or beverages may not be sold without express written approval from the Board.
- 15. Equipment, material or other matter owned by the Board may not be used or removed without express written approval from the Board.
- 16. Prior to the termination of the temporary use, unless other arrangements are expressly approved in writing by the Board, all equipment, material and other matter brought upon the facility by User shall be removed and the facility cleaned up and restored to the condition in which it was provided.
- 17. User shall at all times provide sufficient supervision of its activities to insure compliance with this Agreement. The Board may, but has no duty to, require additional supervision, including police supervision, as it deems appropriate for protection of the facility and other Board property and to determine User's compliance with this Agreement.
- 18. Electrical equipment shall not be operated without express written approval from the Board.
- 19. Use of a facility may be terminated by the Board in the event of any emergency, and breach of this Agreement, or in the event that the facility is required for any Board program which cannot reasonably be held at another time and place.
- 20. The maximum capacity of the facility, as set forth in the Facility Use Request to this Agreement or as otherwise set forth by the Board, shall not be exceeded.

IN WITNESS WHEREOF, the Board and User have executed this Agreement as follows:

Citrus County School Board

YMCA of the Suncoast

Superintendent/Designee

Signature

Date: _____

Title

Date: _____

- copy to the Maintenance Department for access to the building if activity is after hours
- copy to the Finance Department for billing if applicable