

BUTTS COUNTY SCHOOLS

181 North Mulberry Street
Jackson, Georgia 30233



www.bcssk12.org

Telephone (770) 504-2300
Fax (770) 504-2305

Butts County School System Application/Applicant Agreement for Use of School Facilities

Group/Organization: _____ Address: _____

Contact Person: _____ Phone: _____

FAX: _____ Email: _____

Billing Address: _____

Is the group/organization requesting use located within Butts County? _____ Yes _____ No

If the group is not located within Butts County it must be sponsored by a Butts County Group/Organization. (See School Board Policy KG)

Sponsors: _____ Address: _____

Phone: _____ FAX: _____

Event Information

Facility Requested: _____ Date(s) Requested: _____

Event Description: _____

Time Event Begins: _____ Time Group Requests Access to Building for Setting up: _____

Time Event Ends: _____ *(Include amount of time for removing equipment. Time begins when lessee enters the building and ends when the last person leaves the building. Additional fees apply beyond 4 hours. All rehearsals and events shall be concluded no later than 10 p.m. Sunday – Thursday and no later than 11 p.m. on Friday and Saturday. See School Board Policy KG)*

Is there an Admission Fee? _____ Yes _____ No Amount: _____

Does the group request a sound/lighting technician for special lighting or operating sound system? _____ Yes _____ No *(additional fees apply)*

Custodial services are required for the duration of the event when using the auditorium, a gymnasium, a commons area/cafeteria, three or more classrooms or the Professional Learning Room at the Ernest Battle Center. An additional fee of \$20.00 per hour will be charged to lessee for this service. If the facility is damaged in any way or left unclean, the deposit will not be refunded.

Does the group require access to the kitchen and kitchen equipment? _____ Yes _____ No *(additional fees apply)*

(If the lessee requests to use the kitchen and/or equipment for any reason the group must contact the School Nutrition Director at 770-504-2300 to make arrangements for SNP Staff to supervise)

Applicant Agreement

The approval to use school facilities is limited to the dates, times, and areas specified in this application. The Superintendent reserves the right to cancel any permission granted. The applicant agrees to pay for the use of the school facilities and any required services according to the fee schedule or the rate set by the Butts county Board of Education. The applicant shall notify the Administrative Office of any changes to the request to use school facilities. **The applicant shall ensure that tobacco and alcohol products are not used while on school property, inside and/or outside.** and that the facility is left in a clean, orderly and undamaged condition.

Lessee is responsible for any injuries or damage to property that occurs on Butts County School System property and must complete the Recreational Joint-Use Agreement prior to the date of the event. Lessee agrees to provide a current Certificate of Liability Insurance with coverage of at least one million dollars (\$1,000,000.00) to the Butts County Board of Education prior to the event. *(Required by Georgia Law)*. A Certificate of Liability Insurance “per event” policy may be purchased through the Georgia School Boards Association/Tenant User Liability Program (TULIP) www.marshcampus.com *(you may receive a quote without purchasing insurance from TULIP)* or the lessee can contact another insurance provider to purchase a “per event” policy.

Signature of Applicant: _____ Date: _____



Recreational Joint-Use Agreement

Whereas, the Butts County School District (herein referenced as the Lessor) owns the following described facility: _____

Whereas, the undersigned lessee has heretofore made application to the Lessor (Butts County Schools) for the use of the above referenced facility, and

Whereas, the Lessor has approved the said application:

Now therefore, for and in consideration of the fees approved and paid pursuant to the said application which is incorporated herein by reference to same, the parties agree as follows:

1. The dates and times of the use of the facility are as set forth in the attached "Application for Use of School Facilities" (herein referred to as "the Application") and are incorporated herein by reference.
2. The Lessee, as a private entity, is authorized access to the above referenced facility for the purposes of conducting or engaging in recreational, physical or performing arts activities as set forth in the Application.
3. The particular terms of the transaction such as the amount of rent, time constraints, and other terms as set forth in the Application are incorporated herein by reference.
4. The lessee shall assume all liability for all occurrences and activities that may happen during the use of the facility and during the time of the authorized access as stated in the Application or any extension thereof regardless of how such extension may have occurred. In this respect, the Lessee shall forever hold the lessor and any and all agents and employees of the lessor harmless for all such liability that may be associated with the use of and the authorized access to the facility. Lessee further agrees to indemnify lessor and all employees and agents of the lessor for any and all expenses, costs, damages, or other monetary amounts incurred as a result of any act or omission of the lessee or any occurrence happening during the authorized access to or use of the facility.
5. The lessor acting through its authorized agents may, at any time, revoke this agreement.
6. The lessee shall maintain and deliver unto the lessor proof of general liability insurance with coverage of at least one million dollars (\$1,000,000.00) applicable to the use of the facility and effective for the duration of the access herein granted or any extension thereof.
7. This agreement shall be governed by Georgia Law and, in particular, by the provisions and immunities stated and provided by O.C.G.A. § 51-1-52.

So agreed this the _____ day of _____, 20_____.

Signature of Lessee _____

Signature of Lessor _____

USE OF SCHOOL FACILITIES

School facilities may be rented by local civic, religious, or fraternal organizations, outside groups when sponsored by local organizations, pre-kindergartens, and other local organizations for the arts, drama, or dance. School facilities may be used by political parties, which are registered with the Office of the Georgia Secretary of State.

School facilities may not be used for private parties.

No food or drinks are allowed in the auditorium. The use of tobacco products and alcoholic beverages is not permitted on school property.

Any organization requesting to use school facilities must complete an Application for Use of Facilities no less than thirty days prior to the event. All applications require approval by the Butts County Board of Education. Applications must be received by the Wednesday prior to the School Board Meeting in order to be placed on the agenda for approval. The lessee shall also complete and sign a "Recreational Joint-Use Agreement" with the Butts County School System.

By Georgia law, any organization or individual leasing/renting any facility in Butts County School System must provide the following in advance:

- A signed affidavit holding BCSS harmless for all liability (copies of affidavits are provided by the school system)
- Proof of liability insurance in an amount no less than \$1,000,000 applicable to the use of the facility and effective for the duration of the Recreational Joint-Use Agreement.
- The lessee will not be awarded use of the facility unless the hold-harmless agreement and proof of liability insurance are provided in advance of the use of facilities.

If a conflict of date and time exists between a school function and public use, the school function shall take precedence.

The following fees shall be charged for the use of school facilities and equipment.

FACILITY FEES

- 1. Rufus Adams Auditorium (fees include hourly fees for employee supervision, but not custodial services, up to 4 hours)**
 - A. Civic Clubs, County Churches, Recognized Community Organizations, and other local Non-Profit Groups \$225
 - Rehearsal/Practice Sessions \$125
 - B. Locally Sponsored Outside Organizations \$300
 - Rehearsal/Practice \$150
 - C. Sound System/Lighting Services* \$50/day(minimum)
- 2. Professional Learning Room at the Ernest Battle Center \$150**
- 3. School Commons Area/Cafeteria Seating Space \$125**

4. School Kitchen	\$100
A. Required School Nutrition Staff	\$20 per hour beyond 4 hours
5. School Gymnasium	\$150
6. Classroom	\$30 per classroom
7. Custodial Services**	\$20 per hour

*Requires a trained staff person assigned by Butts County School System to operate equipment

**Contracted by Butts County School System

In addition to the above fees, a deposit of \$75.00 must be paid prior to use of the facility. If the facility is left in a clean condition and is not damaged, the deposit will be refunded. However the Butts County School System may seek additional compensation for any damages to any facility or equipment.

Rental fees include the cost of the facility's security and supervision by one school system employee assigned by BCSS on site for up to four hours, not including custodial services. In the event that any rehearsal or event is planned to last more than 4 hours, the lessee shall notify the school system a minimum of two weeks in advance, and the lessee shall be billed an additional \$30 per additional hour beyond four hours. All rehearsals and events shall be concluded no later than 10:00 PM Sunday through Thursday and no later than 11 PM on Friday and Saturday. The school system has the discretion to deny the application for facility use for any event scheduled during weekends, school system break/holiday periods, and major state/federal holidays due to the inability to secure adequate personnel for supervision.

For any party renting the auditorium, a gymnasium, a commons area/cafeteria, three or more classrooms, or the Professional Learning Room at the Ernest Battle Center, the purchase of custodial services at the price schedule above is mandatory for all events and rehearsals. If the lessee requires any use of the sound system and/or stage lighting system, the lessee will be billed the daily fee listed above.

For any party renting one of the school kitchens, the presence of a BCSS school nutrition staff member will be mandatory, and the lessee will be billed the hourly fee listed above. School Nutrition Staff are for the purpose of supervision of the use of kitchen equipment and tools, and they are not responsible for the cleaning of kitchens. If the lessee needs custodial services for kitchen areas, they are available upon request at the hourly fee listed above. All kitchens will be left in a clean and safe condition after use is concluded or the deposit will not be returned. The school system will bill the lessee for all fees listed in this policy. The lessee may not pay school system employees directly. Employees are compensated by the school system from the rental fees.

LONG TERM RENTAL

Church groups awaiting construction of their facility may request board approval to use school system facilities under certain conditions:

1. the church owns a deed to property located in Butts County;
2. actual construction of the church facility commences within six months from the date of approval of the application;
3. use of the school facility does not exceed twelve months from the first date of use of the facility; and

4. the church agrees to pay a \$1,000 deposit prior to the long term use of the facility. If the facility is maintained in good condition, showing no damage or excessive wear, one-half of the deposit (\$500) will be returned to the church at the end of the agreement; and
5. the church agrees to pay the standard rate of fees and conditions listed above for each use of the school facility, i.e. \$150 for gym, \$100 for kitchen, etc.

The Board of Education reserves the right to approve or deny any request for use of a school system facility.

Revised: 12/9/2014 (11/12/2013; 3/5/2012; 10/4/2010; 4/13/2009; 1/5/2004; 12/4/2000)

BOARD OF EDUCATION OF BUTTS COUNTY

Outside Use of School Facilities

Insurance Requirements & Solutions

Has your District been asked by an outside organization if they could use one of the District's facilities such as a gym, cafeteria or auditorium?

All outside organizations planning an event on one of your campuses must provide you with proof of insurance. This requirement includes caterers, all vendors and current school staff / faculty that may be planning a personal event unrelated to their employment.

If an organization or individual cannot provide proof of insurance, Event Liability Insurance can be purchased to insure the proper coverage is in place prior to the planned event.

Obtaining the protection required for all outside events is easy!! GSBA Risk Management Services, through its partnership with Marsh, can help. This policy offers comprehensive tenant-user liability coverage required for all events outside normal school operations at an affordable rate.

Seven Easy Steps to Get the Required Coverage

1. Visit campusconnexions.com
2. Select Georgia School Boards Association
3. Go to the "Liability Insurance" pull-down menu at the top and select "Events Liability" and "Special Event Liability"
4. Choose from the three (3) choices down the right side. There are description tabs across the right side of the page.
5. Bind your coverage by providing payment via credit card or debit card
6. Print your Certificate of Insurance (for immediate proof of coverage)
7. Questions: Call Special Markets Insurance Consultants at 1-800-727-7642 (8:00a.m. to 5:00 p.m. CST)

