

# BUTTS COUNTY SCHOOL SYSTEM

181 North Mulberry Street  
Jackson, Georgia 30233



www.bcscsk12.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 8 hours. All rehearsals shall be concluded no later than 9PM and performances no later than 10 PM)*

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 Performing Arts Center, the Hall of Fame Room, a gymnasium, a commons area/cafeteria, three or more classrooms or the Multipurpose Room at the PAC. 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 or designee 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](http://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. The Lessee, as a private entity, is authorized access to the above referenced facility for the purposes
2. of conducting or engaging in recreational, physical or performing arts activities as set forth in the Application.
3. The Lessee will follow all policies and procedures as set forth by the BCCS Board Policy, the Superintendent and the Coordinator of the PAC and HOF.
4. 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.
5. 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.
6. The lessor acting through its authorized agents may, at any time, revoke this agreement.
7. 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.
8. 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 \_\_\_\_\_

-----  
(Office Use Only)

Group Tier # \_\_\_\_\_

Schedule submitted \_\_\_\_\_

Security Needed \_\_\_\_\_

Total hours of use \_\_\_\_\_

## **Use of School Facilities, Athletic Facilities, Hall of Fame Room, and Performing Arts Center (PAC)**

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. HOF may be used for Reunion Classes.

**School facilities and PAC may NOT be used for private parties.**

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 Wednesday prior to the School Board Meeting in order to be placed on the agenda for approval. The lessee shall also complete a "Recreational Joint-Use Agreement" with 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:

**(initial)**

- \_\_\_ A signed affidavit holding BCSS harmless for all liability (copies of affidavits are provided by the school system)
- \_\_\_ Proof of liability insurance in the amount of 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 client will not be awarded use of the facility unless hold-harmless agreement and proof of liability insurance are provided in advance of the use of the facilities.
- \_\_\_ The use of tobacco products and alcoholic beverages is not permitted on any school property at any time.
- \_\_\_ The director of the PAC has the ability to require local law enforcement if deemed necessary at \$45/hour per officer paid by lessee directly.
- \_\_\_ Athletic Facilities will not be rented to any entity that is in direct competition with BCSS athletics and/or BCSS Recreational department.
- \_\_\_ If a conflict of date and time exists between a school function and public use, the school function shall take precedence. All decisions concerning the management, rental or use of the PAC, Hall of Fame Room, and school facilities for Groups II thru V will be made by the Board of Education or it's official designee(s) only and the Board of Education reserves the right to deny, limit use or cancel the use of the facilities.

**\*Groups will be denied if the activity does not meet the Mission and Vision of Butts County Schools.**

### **GROUPS**

For purposes of priority scheduling and setting fees, the users of the facilities will be divided into 5 distinct groups. Scheduling precedence will be granted to these groups in the following order:

- I. Butts County School Events, School Sponsored Events, Local Governmental Events
- II. Butts County Civic Clubs, Churches, Recognized Community Organizations and other Non-Profit Groups sponsored by a local organization.
- III. Butts County for Profit Groups and/or Persons sponsored by a local organization
- IV. Out of County Civic Groups, Churches, and Community Organizations and Non-Profit Groups still sponsored by a local organization.
- V. Out of County for Profit Groups and/or Persons still sponsored by local organizations.

### **Rates Exhibit A**

**Daily Rates (8 hours Max not to exceed 9PM) and Fees unless otherwise noted**

#### **Performing Arts Center (PAC)**

Group I:	No Rental Fees	
Group II:	Performance	\$550
	Rehearsal	\$400
	Hourly Rate over 8 hours	\$60/hour
Group III:	Performance	\$650
	Rehearsal	\$500
	Hourly Rate over 8 hours	\$80/hour
Group IV:	Performance	\$850
	Rehearsal	\$700
	Hourly Rate over 8 hours	\$100/hour
Group V:	Performance	\$950
	Rehearsal	\$800
	Hourly Rate over 8 hours	\$120/hour

### **Rates Exhibit B**

**Daily Rates (8 hours Max not to exceed 9PM) and Fees unless otherwise noted**

#### **Multipurpose Room at BCSS PAC**

Group I:	No Rental Fees	
Group II:	Rental	\$250
Group III:	Rental	\$350
Group IV:	Rental	\$450
Group V:	Rental	\$550

### **Rates Exhibit C**

**Daily Rates (8 hours Max not to exceed 9PM) and Fees unless otherwise noted**

#### **Hall of Fame Room at Red Devil Hill**

Group I:	No Rental Fees				
Group II:	Rental	Non game night	\$250	Game Night	\$350
Group III:	Rental	Non game night	\$350	Game Night	\$450
Group IV:	Rental	Non game night	\$450	Game Night	\$550
Group V:	Rental	Non game night	\$550	Game Night	\$650

### **Rates Exhibit D**

**Daily Rates (8 hours Max not to exceed 9PM) and Fees unless otherwise noted**

#### **School Commons Area/Cafeteria Seating Space**

Group I:	No Rental Fees		
Group II:	Rental	\$200	\$300 with kitchen
Group III:	Rental	\$250	\$350 with Kitchen
Group IV:	Rental	\$300	\$400 with Kitchen
Group V:	Rental	\$350	\$450 with Kitchen

\*Use of Kitchen will require a School Nutrition Staff person at \$20/hour

### **Rates Exhibit E**

**Daily Rates (8 hours Max not to exceed 9PM) and Fees unless otherwise noted**

#### **Gymnasium (Elementary, Middle, High and Competition Gym)**

Group I:	No Rental Fees		
Group II:	Rental	\$350	BCSS Competition Gym: \$250
Group III:	Rental	\$400	BCSS Competition Gym: \$300
Group IV:	Rental	\$450	BCSS Competition Gym: \$350
Group V:	Rental	\$500	BCSS Competition Gym: \$400

Local groups must be connected to the Butts County Recreation to be eligible

### **Rates Exhibit F**

**Daily Rates (8 hours Max not to exceed 9PM) and Fees unless otherwise noted**

**Fields: BCSS Athletic Complex, Middle School Field, Red Devil Hill, or Baseball Field**

Group I:	No Rental Fees	
Group II:	Rental	\$350
Group III:	Rental	\$400
Group IV:	Rental	\$450
Group V:	Rental	\$500

# 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](http://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)

