

**COMMUNITY USE of SCHOOLS CONTRACT FOR RENTAL OF SCHOOL FACILITIES /ATHLETIC FIELDS**

This Contract for Use of School Facilities and/or Athletic Fields (this "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between The Charlotte-Mecklenburg Board of Education (the "Board") and \_\_\_\_\_ (the "Applicant").

1. Effective Date; License to Use. Effective upon execution of this Contract by Applicant and the Board, the Board hereby grants to Applicant a license to use the approved athletic fields and/or facilities (the "Facilities") at the approved school (the "School") at the approved dates and times (the "Term") solely for the approved use (the "Permitted Use"). The Facilities, School, Term, Permitted Use and Use Fees are as set forth on this contract and in the Rules attached hereto. The Community Facilities Assistant or Community Use of Schools Manager may approve and execute this Contract on behalf of the Board.
2. Obligations of the Applicant. The Applicant agrees to:
  - (a) Pay within 15 days of the date of this Contract or two business days prior to start date, whichever comes first, the applicable use fee calculated in accordance with the fee schedule set forth in the application signed by the Applicant contemporaneously with this Contract;
  - (b) Use the Facilities in a safe and orderly manner, only for the Permitted Use, and in accordance with all applicable laws, regulations and rules, including the Rules Governing the Use of Charlotte-Mecklenburg Schools facilities, a copy of which is attached hereto of the Regulations and any other reasonable rules imposed by the Designated Board Representative; and
  - (c) Keep and maintain the Facilities and the School in good, safe, and first-class condition; not in any way damage, deface, or alter the Facilities; and repair any damage to the Facilities or other School property caused by Applicant's use of the Facilities. Notwithstanding the foregoing, the Applicant may make alterations to the Facilities that have been approved by the Designated Board Representative.
3. Insurance and Indemnification. Insurance is required by the Department of Insurance and Risk Management and is required to be on file before a contract will be issued. The Applicant shall maintain commercial general liability insurance that shall protect the Applicant from claims of bodily injury or property damage which arise from performance under this Agreement including the use of the Facilities. The policy limits of such insurance shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate. Certificates of such insurance will be furnished by the Applicant to the Board and shall list "The Charlotte-Mecklenburg Board of Education" as certificate holder and Additional Insured and contain the provision that the Board be given thirty (30) days written notice of any intent to amend or terminate by either the Applicant or the insuring company. The Applicant agrees to indemnify, defend and hold harmless the Board, its agents, officers, employees, volunteers and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that it may sustain arising from or connected with the Applicant's use of the Facilities.
4. Termination. Either party may cancel any scheduled use of the Facilities, or the entire Contract, at any time prior to two business days of the scheduled use of the Facilities, in which case fees shall be returned to the Applicant, with the exception of the non-refundable application fee. Written cancellation requests must be received by the Community Use of Schools Office at least 2 business days prior to the scheduled event. In addition to any other legal remedies available to the Board, the Designated Board Representative may terminate this Contract at any time by written or verbal notice to the Applicant for failure of the Applicant to fulfill its obligations under this Contract, in which case the application fee shall not be returned to the Applicant.
5. Responsibility of Individual Signing this Contract on Behalf of Applicant. The individual signing this Contract on behalf of the Applicant confirms that he/she is authorized to execute this Contract on behalf of the Applicant and agrees to be individually responsible for Applicant's compliance with this Agreement, including, without limitation payment of all fees and costs associated with repairing any damage to the Facilities.

**APPROVED AND AGREED TO:**

APPLICANT:

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION:

\_\_\_\_\_  
Applicant's Name

By: \_\_\_\_\_  
Designated Board Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative