

## COMMUNITY USE OF SCHOOL FACILITIES

The School Board may permit use of school property under its control when such use does not impair the efficiency or primary educational purposes of the schools. School facilities, including buildings and grounds, are designed and constructed for the primary purpose of supporting the educational mission of the school system. Use of facilities for school purposes and other governmental agencies or entities, or for governmental purposes, shall have first priority. The superintendent may develop guidelines and applications for use of school property. The Superintendent shall report to the School Board his actions hereunder.

Designated areas of school buildings and grounds may be used by groups during the times set out below. All groups must complete any forms requested by the school, provide any requested information, and sign a facilities license agreement, unless otherwise stated, with the accompanying fee, if applicable.

Normal Operating Hours of the schools are Monday through Friday from 6:00 am to 6:00 pm unless otherwise noted by the principal or central office. Instructional Hours are as follows: Middle Schools & High School 7:30 a.m. - 3:00 p.m. Elementary Schools 8:30 a.m. - 4:00 p.m. All hours are subject to change by the School Board or administration as needed.

No use by individuals or for profit organizations shall be permitted. Only groups listed below may use school facilities.

Groups may use the schools prioritized according to the list below with applicable charges listed:

1. School instructional programs and curriculum related student groups. These groups will not be charged a fee and will not have to execute a facilities use license or agreement.
2. Student sponsored activities, school sponsored or endorsed activities, school booster groups. Such groups must have as their sole purpose the support of Amherst County Schools. These groups will not be charged a fee unless the superintendent or his/her designee determines that sufficient custodial, staff or other expense necessitates such charges.
3. School mission related groups, such as parent-teacher groups, and any special tutoring activities. These groups will not be charged a fee unless the superintendent or his/her designee determines that sufficient custodial, staff or other expense necessitates such charges.
4. Amherst County governmental bodies. These groups will not be charged a fee unless the superintendent or his/her designee determines that sufficient custodial, staff or other expense necessitates such charges. The Amherst County Board of Supervisors shall not be required to execute a facilities use license or agreement.
5. Other Governmental agencies and entities. These groups will not be charged a fee during normal operating hours unless the superintendent or his/her designee determines that sufficient custodial, staff or other expense necessitates such charges. After normal operating hours a charge for custodial and other services will be required.

6. Amherst County volunteer first responder groups such as the Amherst Fire Department and the Amherst Rescue Squad. These groups will not be charged a fee during normal operating hours unless the superintendent or his/her designee determines that sufficient custodial, staff or other expense necessitates such charges. After normal operating hours a charge for custodial and other services will be required.
7. Youth sports organizations that are not sponsored or operated by the schools, whose principal place of business is located in Amherst County, and that primarily serve Amherst residents. Those that use the indoor facilities shall pay all applicable charges. Those that use the outdoor facilities shall pay all applicable charges, however, in the sole discretion of the superintendent or his/her designee, maintenance and other services of equal value may be provided in lieu of charges for outdoor uses.
8. Non-profit, charitable, civic, or religious groups whose principal place of business is located in Amherst County. These groups may meet before or after normal instructional hours. These groups will not be charged a fee during normal operating hours unless the Superintendent or his/her designee determines that sufficient custodial, staff, or other expense necessitates such charges. *Parental consent for all civic, non-profit, charitable, civic or religious groups is required and will be the responsibility of the group to ensure that only those in attendance have parental consent forms.*

The Board, acting by and through its Superintendent, reserves the right to reject any applicant in its sole discretion, with or without cause, for any reason not prohibited by law including without limitation, the following considerations: (a) impact or effect on students, school programs, activities or events, (b) impact or effect on other activities or groups, (c) burden on school facilities or staff, (d) possible increase in liability risk to the school, staff or board, (e) any difficulty in scheduling facility use, (f) any difficulty in accommodating the needs of the particular group or activity, (g) risk of damage to the facility or grounds, (h) availability of or inconvenience to staff, and (i) cost of utilities and services. The Board, acting by and through its Superintendent, shall not discriminate against any group on the basis of viewpoint or any other prohibited basis.

Adopted: September 15, 1994  
Revised: August 20, 1998  
Revised: August 16, 2001  
Revised: August 25, 2011  
Revised: October 27, 2011

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Legal Refs.: 20 U.S.C. 4071 et. seq.

Code of Virginia, 1950, as amended, sections 22.1-79(3), 22.1-130.1, 22.1-131, 22.1-132.  
Lamb's Chapel v. Center Moriches Union Free School District, 113 S. Ct. 2141 (1993).  
Fairfax Covenant Church v. Fairfax City School Board, 17 F. 3d 703 (4th Cir. 1994).

## GUIDELINES FOR SCHOOL FACILITY USE

1. Applications for use must be filed in the office of the Superintendent at least 14 days prior to the anticipated use.
2. Fees and charges for school facility use shall be set according to the following chart. Any event that takes more than 1 hour shall be charged for 2 hours, any event that takes more than 2 hours shall be charged for 3 hours, and each hour thereafter shall be rounded up in like fashion.

Classroom-\$20.00 per hour

Library - \$50.00 per hour

Cafeteria, Lecture Hall or Auditorium/Commons-\$70.00 per hour 2 hr. minimum

Gym/Multipurpose-\$100.00 per hour 3 hour minimum

Small Gym (ACHS) \$70.00 per hr.

Athletic Field/Parking Lot-\$30.00 per hr. 3 hr. minimum

Stadium Field (ACHS) \$250 per hour, 3 hour minimum

Safety/Security- if required by Superintendent or designee shall be paid in advance by arrangement with local law enforcement. The amount and type of security required shall be determined by the Office of the Sheriff with recommendation from the superintendent or designee.

School administrator or staff-\$30.00 per hour 2 hour minimum

3. The possession and/or consumption of alcoholic beverages on any School Board property or in conjunction with any off-site school-sponsored activity are prohibited.
4. No facility will be used for money-raising activity unless the proceeds are to be used for charitable, educational, cultural or other community service purposes.
5. After each use the facility must be left in the same condition it was prior to the use or in its normal condition, neat, clean, and ready for use by the school.
6. Any group that does not follow the policy violates any guideline, or any provision of the license agreement, may be denied the use of any school facility in the future.
7. Smoking is not permitted in any areas of the school property.
8. School kitchens may not be used unless the Food Service manager or designee is present
9. All publicity, e.g., posters, brochures, throw-away, radio or TV announcements, must carry the name of the individual or group sponsoring the meeting. The School Board may not be identified as sponsor unless it has agreed in writing.
10. Neither the name nor the address of a School Board facility may be used as the official address or headquarters of an organization.
11. If school is closed on the day of an event or a Friday preceding a weekend event because of snow or other emergency conditions, all scheduled events will be canceled.
12. No reservations for the use of school areas may be made more than 90 days in advance except for regularly scheduled repeating activities scheduled after execution of a license or use agreement.

13. Distribution of materials by outside facilities must adhere to File KF of the Amherst County Public Schools Policy Manual.

Adopted: September 15, 1994  
Revised: August 20, 1998  
Revised: November 5, 1998  
Revised: October 5, 2006  
Revised: June 12, 2008  
Revised: August 25, 2011  
Revised: October 27, 2011

SCHOOL FACILITY LICENSE AGREEMENT

The Amherst County School Board, hereinafter referred to as the "Board", gives \_\_\_\_\_, hereinafter referred to as "User", permission to use a portion of \_\_\_\_\_ School Building and/or grounds, briefly described as \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter the "Licensed Premises"). The Board shall retain possession of the Licensed Premises at all times. This is a revocable license and User's presence on the Licensed Premises is subject to the following terms and conditions:

1. LICENSED PREMISES

1.1: The Licensed Premises includes only the portions of the building and/or grounds specifically described above. User's license shall not include any portions of the building and/or grounds not specifically described above.

1.2: The Board, through its school principal, employees, custodial staff and other designated representatives (hereinafter collectively referred to as the "Principal"), may enter any portion of the Licensed Premises for any purpose at any time.

1.3: The entire Licensed Premises shall remain under the control of the Principal at all times. He or she shall retain possession of the keys to the building and/or grounds during the term of this permit and may keep entrances and exits locked, unlocked at the sole discretion of the Principal, subject to fire safety ordinances.

1.4: A representative of User acceptable to the Amherst County School Board shall remain on the Licensed Premises for the entire term of this permit.

1.5: The Board, through its officers and agents, including law enforcement officers and/or the Principal, may remove any objectionable person or persons from the Licensed Premises. The determination of whether a person is objectionable shall be in the sole discretion of the Principal. User waives any and all claims for damages arising out of the exercise of this authority by the Board, its agents or employees.

1.6: This license is automatically revoked if User brings or allows to be brought onto the school campus tobacco, alcohol, weapons or any substance or item controlled by law.

2. USE OF THE LICENSED PREMISES

User is to use the Licensed Premises for the purpose of \_\_\_\_\_

\_\_\_\_\_  
(hereinafter referred to as the "Program") and for no other purpose without the written consent of the Board.

**3. TERM OF PERMIT**

User may use the Licensed Premises from \_\_\_\_\_:\_\_\_\_\_ m.  
until \_\_\_\_\_:\_\_\_\_\_ m. for the following term:

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, subject to the hereinafter described conditions (the "Term"). User may also use the Licensed Premises for \_\_\_\_\_ hours before and after the above times for the purpose of putting in equipment, preparing the building and/or grounds for use, removing equipment and restoring the building and/or grounds to its original condition. However, this Agreement shall at all times be subject to cancellation by the Board if it determines, in its sole discretion, that insufficient funding, space or resources are available for continuing the Agreement. The Board reserves the right to cancel and terminate this Agreement, in whole or in part, without penalty, whenever it determines such a termination is in the best interests of the Board upon notice to User. Upon such termination or cancellation, User shall immediately cease use of the Licensed Premises. Such cancellation or termination shall not affect or impair the right of the Board to pursue any remedies available under this Agreement for breach of the covenants contained herein.

**4. EMPLOYEES**

User shall hire and pay the salaries of all employees required in connection with the Program. However, the Board reserves the right to give direction to all employees hired and paid by User at all times. User will pay the cost of any additional services provided over and above those usually required for the building and/or grounds. User agrees not to hire Board employees to perform User's work in connection with the Program.

**5. CONCESSIONS**

User is strictly prohibited from selling or serving beverages, food, souvenirs or other merchandise on the premises without the express prior written consent of the Board or its designee. User shall not permit the use of alcoholic beverages or tobacco on the Licensed Premises at any time.

**6. RECORDS**

User shall submit to the Principal an itemized and detailed account of all pertinent information requested by the Principal and shall keep financial records acceptable to the Principal. User agrees that the Principal may examine the records at any time.

**7. DAMAGE TO LICENSED PREMISES**

7.1: User may not cause or permit nails or other objects to be driven into the building including, but not limited to, furnishings, fixtures and equipment. User may not affix any objects to the exterior or interior of the building. User may not cause or permit any changes in any part of the building and/or grounds, furnishings, fixtures or equipment nor will User do or allow anything to be done which would damage or change the finish or appearance of the building or its furnishings, fixtures or equipment, or of the grounds.

7.2: User is liable for the cost of repairing damage which may be done to the building and/or grounds including, but not limited to, its furnishings, fixtures or equipment, by an act of User or User's agents, employees, invitees, patrons or others present due to activities of User.

7.3: The Principal shall determine the amount of the damages and the reasonable cost to repair the damages. User shall pay this amount within 14 days of the conclusion of the Term under this Agreement or within 14 days of request by the Board, whichever shall first occur.

7.4: User may not bring or permit anyone to bring on the Licensed Premises anything that increases the risk of fire or the rate of insurance.

#### **8. HOLD HARMLESS**

8.1: User holds the Board harmless from all claims for injury to or the death of any person and for damage to or the loss of any property arising out of or attributed directly or indirectly, in whole or in part, to the operations or omissions of User. User indemnifies the Board for all damage to property belonging to the Board or others and for all injuries to or the deaths of any person resulting in whole or in part from any act or omission of User.

8.2: The Board is not responsible for User's property while it is in the Licensed Premises. The Board is not liable for the acts or omissions of any protective services engaged by the Principal for User.

8.3: If the building and/or grounds are destroyed or damaged by casualty rendering the fulfillment of this permit impossible, this permit is automatically terminated. User agrees that the Board is not responsible for or liable to User for any loss resulting from casualty or lack of heat, water, lights, air conditioning or other utility or other event or casualty of any kind or nature.

#### **9. INSURANCE**

9.1: User shall provide the Board at least 10 days prior to the commencement of this permit two copies of certificates of insurance representing that a comprehensive public liability insurance policy for bodily injury or death in the minimum amount of \$100,000.00 for injury to one person, \$1,000,000.00 for one accident and property damage insurance worth \$50,000.00 is currently in effect covering the program with a company licensed to do business in Virginia. This certificate must indicate that the Board is an additional insured on the policy.

9.2: In the event an insurance policy is not provided at least 10 days prior to the commencement of this permit, User shall forfeit any right to the use of the Licensed Premises as set forth in this Agreement.

#### **10. ADVERTISING**

User may not publish, post or exhibit, or allow be publishing, posting or exhibiting, advertisements mentioning or referring to the Board or the school without the written consent of the Principal. User must take down and remove advertisements objected to by the Principal. All distribution of information/materials must be in compliance with School Board Policy-File: KF.

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#### **11. COMPLIANCE WITH LAWS**

User shall comply with all laws of the United States and the Commonwealth of Virginia, and all requirements of the police and fire departments or other municipal or county authorities in the jurisdiction in which the Licensed Premises are located and shall obtain and pay for all necessary permits and licenses. User certifies, by execution of this Agreement, that it has an open membership and it does not, and will not; discriminate on the basis of race or sex. User shall comply with Amherst County School Board Policy Manual Section KN, paragraph 3, and shall not permit any agents of User and/or employees of vendors contracted by User to have any employee or agent who is a registered sex offender enter any school building or school property. User agrees to check the sex offender registry to determine if any such persons are registered sex offenders.

#### 12. LOST OR LEFT BEHIND ARTICLES

The Board may remove from the premises and discard personal property left behind by User or User's patrons. The Board may, in its discretion, store such property in the Board's name or, at the Board's option, in the name of User. User shall pay the established rate per day as payment for moving the effects out of the building and/or from the grounds and for storage.

#### 13. MISCELLANEOUS

13.1: This writing represents the total agreement between the Board and User. No oral modifications have been made. This license may only be modified by a writing signed by both the Board and User.

13.2: If any part of this permit is ruled by any court to be void for any reason, it will be severed and the rest of the contract will continue in force as if the invalid part had never been a part of this permit.

13.3: User shall not bring or permit a person to bring an animal into the building or onto the grounds without the written consent of the Principal.

13.4: User may not place or put up decorations without the consent of the Principal.

13.5: The Board has the right to require User to remove anything placed in the Licensed Premises, in the sole discretion of the Principal, at any time.

13.6: User may not obstruct the halls, ramps, entrances, lobby or other areas of the building and/or grounds. User may not permit any chairs or movable seats to be or remain in the passageways and will keep the passageways clear at all times.

13.7: User may not admit more than \_\_\_\_\_ persons or a larger number of persons than the capacity of the Licensed Premises will accommodate, whichever is less, and User may not allow a greater number of persons to congregate in any place in the Licensed Premises than can safely or freely move about in that area.

13.8: User agrees that if its Program lasts 90 minutes or more an intermission of 15 minutes or more will be held.

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13.9: User agrees not to assign a right under this permit to a person, entity or group without the written consent of the Board.



13.10: User agrees to pay all attorneys' fees incurred by the Board due to the failure of User to comply with all terms of this permit.

13.11: User agrees that no illegal, indecent, lewd, obscene, immoral or racially inflammatory program, in the sole opinion of the Principal, will be presented. User must remove or rewrite the offensive portions. The Board may, in the sole discretion of the Principal, terminate this license where User presents or attempts to present a program which is offensive for one or more of the reasons aforesaid.

13.12: Any dispute arising under this Agreement shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation resulting from this agreement shall be proper only in Amherst County General District Court or Amherst County Circuit Court.

#### 14. PAYMENT OF COSTS

User shall pay the following costs in advance, a minimum of 72 hours prior to commencement of the Program, which cost amounts shall be established or modified without notice in the sole discretion of the Board:

Classroom \$20.00 per hour \$ \_\_\_\_\_

Library \$50.00 per hour \$ \_\_\_\_\_

Cafeteria, Lecture Hall or Auditorium/Commons  
\$70.00 per hour 2 hr. minimum  
Maximum \$350.00

Gym/Multipurpose \$100 per hour  
3 hour minimum  
Maximum \$500.00 \$ \_\_\_\_\_

Small Gym (ACHS) \$70.00 per hour  
2 hour minimum  
Maximum \$350.00 \$ \_\_\_\_\_

Stadium Field \$250 per hour  
3 hour minimum  
Maximum \$1,500.00 \$ \_\_\_\_\_

Athletic Fields/Parking Lot  
\$30.00 per hour 3 hour minimum  
3 hour minimum  
Maximum \$150.00 \$ \_\_\_\_\_

School administrator or staff - \$30.00  
Per hour 2 hour minimum \$ \_\_\_\_\_

Custodial Personnel \$ \_\_\_\_\_  
(Custodial personnel will be paid at 1½ times their hourly wage plus 7.65% FICA)

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Cafeteria Personnel \$ \_\_\_\_\_  
(Cafeteria personnel will be paid at 1½ times their hourly wage plus 7.65% FICA)

Maintenance Personnel \$ \_\_\_\_\_  
(Maintenance Personnel will be paid at 1½ times their hourly wage  
plus 7.65% FICA)

TOTAL \$ \_\_\_\_\_  
Safety/security - if required by Superintendent or designee shall be  
In advance by arrangement with local law enforcement. The amount and  
type of security required shall be determined by the office of the  
Sheriff with recommendations from the Superintendent or designee.

If this amount is not paid in full by cash or check made payable to the  
Amherst County School Board prior to such time, User shall forfeit any right to  
the use of the Licensed Premises as set forth in this Agreement. The total  
amount set forth in the paragraph shall not be construed to prevent the Board  
from requiring payment by User of any costs over and above this amount which  
result from User's use of the Licensed Premises. The Board may designate any  
number of the Board's employees to remain in the Licensed Premises during the  
Term and provide support services, as deemed necessary in the sole discretion  
of the Board. User shall reimburse the Board directly for all direct costs to  
the Board of Board's employees used in this capacity.

In addition, the Board may require User to pay a security deposit in an amount  
to be set in the Board's sole discretion, which will be returned unless the  
Licensed Premises are not used in accordance with this Agreement.

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

By: \_\_\_\_\_  
Principal

User

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

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