



*Every child, every day, without exception!*

### PREMISES USE AGREEMENT

FOR AND IN CONSIDERATION of the sum of \_\_\_\_\_ Dollar(s), the receipt whereof is hereby acknowledged by both parties, and upon the further consideration of the mutual covenants contained herein, the Catoosa County Board of Education and \_\_\_\_\_ agree as follows:

\_\_\_\_\_  
(Name of organization or event)

- (1) User shall be authorized to use the portion of the premises located at the following school: \_\_\_\_\_ upon the conditions set forth herein.
- (2) User agrees that the responsibility for compliance with this agreement shall be the entity on whose behalf this agreement is signed, as well as the person who signs this contract individually. Liability for default of this contract shall extend to the person who signs individually as well as to the entity on whose behalf it is being signed. Remedies for the Catoosa County School District (hereinafter referred to as the "District") shall include an action at law for a breach, ejection, specific performance, and remedies in equity.
- (3) The user shall comply with all conditions inserted in this contract, and any noncompliance shall be construed to constitute a default.
- (4) The user acknowledges that no legal interest shall accrue by virtue of the execution of this contract as such interest affects title to or rights to real property or land. This contract shall not be construed to constitute a lease, landlord-tenant contract, conveyance of an interest in land, or usufruct.
- (5) User hereby agrees to be responsible for all injuries to person or property occasioned by or caused in connection with their use of the premises. User further agrees to be responsible for the conduct of persons attending or present on the premises, and has the authority hereby to summons the lawful sheriff on his deputies of Catoosa County to remove any person from the premises who is violating any state law or county or municipal ordinance. User shall have the duty to summons such law officer(s) upon a violation of the conditions herein, or of a law or ordinance, or upon complaint by another of a breach of peace, assault, or battery.
- (6) User agrees to cease all activities by \_\_\_\_\_ P.M. unless it has the prior written permission of the School District (principal or superintendent)
- (7) User agrees to clean the premises free from all trash, debris, cups, and other property not owned by the District within thirty minutes from the completion of the scheduled activity.
- (8) User agrees to provide the principal of the school (on which the premises is located) with a written schedule of all activities to take place on the premises, including the date, time of commencement, estimated time of completion, and general nature of the activity. (9) In the event of a breach of any of the conditions set forth herein, the District has the right to immediately suspend user from all further activities at the premises, including any future activities scheduled. Such election to render the contract terminated is in the sole discretion of the District (as to the question of what constitutes a breach of default of this contract).
- (10) User acknowledges that it is being granted only a limited right to use the premises in compliance with this contract, and that the use is not an exclusive right to use the same; any right to use the premises shall be subordinate to the absolute right of the District to use and control the premises; any conflict between any scheduled use by the user and the District shall be resolved in favor of the District. User must comply with all directives of the school principal.

- (11) User agrees to reimburse and pay for any and all damages to the premises occasioned by the user's use of the premises or by any person present during the activity of the user. Such damages shall be the actual cost of repair of fixtures, regarding of grounds, replacement of non-repairable fixtures and personality. The District shall have the option to repair, re-grade or replace.
- (12) User may not alter the premises without the prior written permission of the District (superintendent or principal) unless such alteration is allowed or required in the conditions set forth below.
- (13) District agrees to provide the premises to user for its use in accordance with this contract when not in conflict with other events, activities, or uses.
- (14) User agrees to comply with the following conditions that apply to the particular school premises which may be inserted by the principal (the terms that do not apply should be marked with "N/A"; all conditions concerning improvement and a time limit therefore):
  - a). Tentative time period of length of schedule
  - b).
  - c).
  - d).
  - e).
  - f).
  - g).
  - h).

The above terms represent the entire agreement between the parties and no other agreements shall be binding upon the District unless it is reduced to writing and executed by a majority of the Board of Education.

Principal of School – Signature	Date
User Signature	Date

(Print) Name, address, home and business phone numbers must be set forth.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone \_\_\_\_\_

Business Phone \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools