

ROWAN-SALISBURY SCHOOLS

LEASE AGREEMENT

AGREEMENT IS MADE by and between Rowan-Salisbury Board of Education hereinafter called "RSS" and "Lessee" to lease the facility listed below.

Lessee Name		
Street Address:		
City:	State:	Zip:
Business Phone:	Cell Phone:	

NAME OF SCHOOL FACILITY: _____

PURPOSE: _____

FACILITY LEASED: [] Gym, [] Auditorium, [] Media Center, [] Cafeteria, [] Other: Describe: _____

EQUIPMENT: The RSS agrees to let the Lessee use the following equipment:

- [] Folding tables [] Public address system [] Scoreboard controls
 [] Folding chairs [] Stage lighting equipment [] Other: _____

SCHEDULE FOR FACILITY USE							
Date	Time		No. Hrs.	Date	Time		No. Hrs.
	From	to			From	to	
	From	to			From	To	
	From	to			From	To	
FEES	School-Related		Non-Profit	Commercial		# Hrs.	Rental Fee
Facilities Fee – Elem. & Middle	No Charge		\$53/hour/min. 4 hr block	\$106/hour – min. 4 hr block		X	
Facilities Fee – High School	No Charge		\$95/hour/min. 4 hr block	\$190/hour – min. 4 hr block		X	
RSS Staff Member	No Charge		\$25/hour/person/min 4 hr. block	\$25/hour/person – min. 4 hr. block		X	
Technician/Other	No Charge		TBD	TBD		X	
Athletic Fields	Free		\$550/5 hrs or 7%	\$1000/5 hrs. of 10%			
Lights	No Charge		\$50/hour	\$70/hour		x	
TOTAL RENT							

* Security must be provided. Property must be maintained during and after use. Trash will be disposed of daily.

TERMS AND CONDITIONS:

- All Rental Fees must be paid not less than seven (7) days in advance of the scheduled use.
- The Lessee may not assign or sublet the use of the facility.
- Late Rental Fees. Lessee agrees to pay a late fee of 1% per month for any fees not paid within 30 days of the date they are due.
- Check Processing Fee. Lessee agrees to pay a fee of \$25 for a bad check.
- Lessee agrees to obey the Rules for the Use of School Facilities, Policy 5.5
- Lessee understands and agrees that if schools are closed due to inclement weather, Lessee may not use the facility. RSS will refund any fees paid or re-schedule the event.
- Lessee agrees not to turn on any ventilator fans.
- Lessee agrees to pay for the repair or replacement of any RSS property, real or personal that is damaged arising from its use of this facility.
- Lessee agrees to hold RSS, its employees and agents, free harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of its use of this facility as provided by NCGS §115C-524.
- Certificate of Insurance. Unless waived, Lessee agrees to provide a certificate of Insurance to certify that it has not less than \$1,000,000 in comprehensive general liability and property damage coverage insurance in force and effect to pay claims arising from its use of this facility. [] The RSS agrees to waive the insurance requirements set forth above. Initials: _____

LESSEE:	ROWAN-SALISBURY SCHOOLS SCHOOL ADMINISTRATOR/ASST. PRINCIPAL	ROWAN-SALISBURY SCHOOLS ASST. SUPERINTENDENT FOR OPERATIONS
By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____
Attest: _____	Approval Date: _____	Approval Date: _____

Forward original and two copies to Rowan-Salisbury Schools, Operations Office, PO Box 2349, Salisbury, NC 28145-2349. One copy will be returned to the Lessee after approval.

LEASE AGREEMENT INFORMATION

1. **Heat and/or Air Conditioning:** RSS will provide minimal heat or air conditioning after normal school hours unless Lessee requests that RSS provide heat/air conditioning and agrees to pay the fee listed above. In consideration for the payment of the additional fee, RSS will heat the facility to between 68 and 72 degrees or will cool the facility to between 74 and 78 degrees. RSS will not adjust the temperature for any Lessee outside of these ranges.
2. **Late Fees:**
 - 2a **Late Rental Fees.** Lessee agrees to pay a late fee of 1% per month for any rental fees not paid within 30 days of the date they are due.
 - 2b **Check Processing Fee.** In accordance with N.C.G.S. 6-21.3, "Civil Remedies for Returned Check", RSS charges and Lessee agrees to pay a check processing fee of \$25 if Lessee knowingly issues and delivers to RSS or a school, a check drawn on any bank that refuses to honor the check because of insufficient funds on deposit in or credit with the bank with which to pay the check. Any Lessee who fails to pay the face amount of the check, and the \$25 processing fees imposed by the Board of Education within 30 days following written demand therefore shall be liable to the Board for: (1) the amount owed on the check, the service charges, and processing fees; and (2) for additional damages of three times the amount owed on the check, not to exceed \$500.00 or to be less than \$100.00.

In addition, RSS shall not accept the Lessee's check for any future fees or charges until the amount due plus all fees and charges are paid in full.
3. **Insurance:** Unless waived by RSS, Lessee agrees to obtain at its own expense and keep in full force and effect public liability insurance with a company licensed to do business in North Carolina with minimum limits for bodily injury \$1,000,000.00 for each occurrence; for property damage \$100,000.00 for each occurrence and \$1,000,000.00 aggregate liability; and contractual liability insurance applicable to the indemnification provisions of the lease. Unless waived by RSS, not less than FIFTEEN (15) days prior to the first day of the lease term, the Lessee shall furnish RSS with a certificate of liability insurance certifying that insurance hereto required is in force and will remain in full force and effect during the use or occupancy of the leased premises under this lease. If a correct and proper insurance certificate has not been received by RSS two weeks prior to the Lessee's event, then RSS has the option of either writing the insurance at Lessee's expense or cancelling the lease. Insurance shall be issued by a reputable and responsible insurance company writing the type of insurance required by this Lease Agreement in North Carolina and such insurance company shall carry a "Best's" rating of at least A+. Workmen's Compensation insurance shall be carried within statutory limits and all states endorsement.
4. **Cancellation by Lessee:** Lessee may cancel this lease for ANY cause provided FIFTEEN (15) days notice in advance is given to RSS. If notice required by this section is not provided, the Lessee shall forfeit (50) percent of the use charge or rental fee. Lessee agrees also to reimburse RSS for all expenses incurred by RSS in connection with the event covered by this agreement.
5. **Cancellations and Suspension by RSS:**
 - 5a Any misrepresentation in obtaining this agreement shall be sufficient grounds for immediate cancellation of this lease by RSS, without liability of RSS, without obligation of RSS to refund any deposit paid by Lessee, and without loss of any right of RSS against Lessee.
 - 5b RSS may cancel this lease for ANY cause provided FIFTEEN (15) day notice is given to the Lessee in writing.
 - 5c RSS also may suspend the use of the Leased Premises in the event Lessee fails or refuses to pay the rent when due. At the discretion of RSS, the suspension may remain in effect as long as the Lessee is arrears in the payment of rent.
 - 5d Lessee's privilege to use school facilities may be suspended by RSS for violations of any of RSS's rules and regulations for the use of school facilities, Attachment A, for such period of time as deemed appropriate by the appropriate school official, subject to the review of the superintendent and Board of Education.
 - 5e In the event school is closed by RSS due to inclement weather; the Lessee's use shall be suspended for that day (or days). RSS agrees to refund any fees paid for the use on the date(s) school is closed or to reschedule the use on another date(s) by mutual agreement of the parties.

6. **Observance of Laws, Policies, and Regulations:** The Lessee and its agents, guests, and employees will observe and comply with all laws, policies, and regulations adopted or established by the United States, the State of North Carolina, the City of Salisbury, Rowan County, and RSS for the use of school facilities (Attachment A) and with all rules and regulations of the Rowan County Health Department, and Salisbury Police and Fire Departments. Lessee will obtain at its own expense all licenses, permits and union and trade organization clearances required by any public body or by contact for use by the Lessee of the leased premises.
7. **Staffing:**
- 7a If rent, as set forth in paragraph 4 of this Lease Agreement, covers the cost of staffing including but not limited to the cost of custodial personnel, security personnel, supervisory personnel, and/or technicians, arrangements for all such personnel shall be made by RSS and such personnel will be staffed as determined by Lessee and charges for such personnel shall be paid by Lessee in advance per the staffing rates set forth in paragraph 4 above.
- 7b RSS shall have the right at all times to control its personnel during the lease of its facility.
8. **Advertising:** Lessee agrees that all advertising of the event will be honest and true to the best of Lessee's knowledge.
9. **Control of Facility:** RSS reserves for its principals and employees the right to enter any and all areas of said facility at any time and on any occasion. RSS reserves the right to control the management of leased facility and to enforce all necessary and proper rules for the management and operation of the same. RSS, its employees, agents, including law enforcement officers, reserves the right to remove from the rented facility any and all persons who violate the rules and regulations of RSS, ATTACHMENT A, and any Federal, State and Local laws, ordinances or codes. RSS reserves the right to close down any event that threatens the safety of persons or RSS property, real or personal. Lessee waives any and all claims for damages against RSS, its agents and employees, arising out of or resulting from the ejection of any person from the leased facility.
10. **Copyright Fees:** Lessee warrants that all copyrighted materials to be performed under this agreement have been duly licensed or authorized by the copyright owners or their representatives and the Lessee agrees to be responsible for all license and royalty fees incurred by reason of the performance and to indemnify and hold RSS and the leased facility harmless from any and all claims, losses, or expenses, including reasonable attorneys' fees, incurred with regard thereto.
11. **Building or Equipment Defacement:**
- 11a The Lessee agrees not to damage, mark, or in any manner deface the leased facility or its equipment and shall not cause or permit anything to be done whereby the said premises or its equipment shall be in any manner injured, damaged, marred or defaced (ATTACHMENT A), nor shall Lessee be allowed to make any alteration of any kind therein without express permission of RSS. Damage to building or its equipment shall be solely liability of the Lessee who agrees unequivocally to reimburse RSS for the cost of repairing any damage to the building, or repairing or replacing any equipment that is damaged as set forth in paragraph 11(b).
- 11b If the leased premises or any portion of the facility is damaged by the act, omission, default or negligence of the Lessee or the Lessee's agents, subcontractors, employees, patrons, guests or any other person admitted to said premises by the Lessee, the Lessee will pay to RSS, upon demand, in cash a sum equal to the cost of repairing and restoring real property damaged to its condition as of the commencement of this lease and/or repairing or replacing any furniture, equipment or other personal property damaged to their condition as of the commencement of this lease.
12. **Loss of Use of Building:** In the event that premises leased by this contract or any part thereof shall be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or other unforeseen occurrence shall render the fulfillment of this contract by RSS impracticable, RSS shall not in any case be liable to responsible to Lessee for any damage or loss caused thereby. If because of an emergency such as, but not limited to, to air raid, air air-raid warning, a curfew, a riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is cancelled or terminated, RSS shall not be liable or responsible to the Lessee for any loss or damage caused thereby.
13. **Indemnification:**
- 13a Lessee shall be liable for all damage to the leased facility incident to Lessee's rental of the facility, exclusive of reasonable wear and tear, and shall indemnify RSS for expenses arising out of or resulting from such damage.
- 13b Lessee shall indemnify and hold harmless RSS, its agents and employees, servants, and officials from any and all claims, demands, losses, and expenses, including reasonable attorney's fee, arising out of or resulting from claims or

suits for bodily injury, including death, or property damage arising out of or in any way resulting from the Lessee's rental and use of the facility.

14. **Liens:** All payments required by this Lease Agreement, whether due or not, shall be and constitute a first lien on all property of Lessee in or upon the leased premises at the time of any default of Lessee, and Lessee hereby mortgages or pledges such property for the purpose of securing the payment of all such payments. If Lessee defaults, RSS may take immediate possession of any and all property and hold such property until Lessee cures or satisfies such default. If Lessee's default is not cured or satisfied within ten (10) days of such default, RSS may advertise such property for sale and upon such sale shall apply the proceeds therefrom, first, to RSS's expenses of enforcing the Lien under this paragraph and, second, to the satisfaction of any amounts due RSS under all other terms of the Agreement. Any sums remaining shall then be paid over to Lessee.
15. **Responsibility for Lessee's Personal Property:** RSS shall not be responsible for any loss or damage to personal property belonging to Lessee, its servants, agents, subcontractors, guests, patrons, or invitees, and the Lessee shall hold RSS harmless from any and all claims arising out of loss or damage to such personal property. The Lessee shall remove from the leased premises immediately upon the termination of this lease all property belonging to the Lessee or by persons associated with the Lessee in its use and occupancy of the aforesaid premises. If the Lessee fails to remove all such property, RSS shall have the right to remove and store any such property at Lessee's expense.
16. **Assignment and Subletting:** This lease shall not be assigned or shall the leased premises be sublet without the prior written consent of RSS.
17. **Waivers:** Waiver of one or more terms or conditions of this lease shall not be deemed a modification or waiver of any of the provisions of this lease. No waiver shall be effective or binding upon RSS unless it is in writing duly executed as an amendment to this lease.
18. **Miscellaneous:**
 - 18a The headings of the sections contained herein are for convenience only and not define, limit, or construe the contents of such sections.
 - 18b Lessee shall use the rented facility in accordance with the laws of the State of North Carolina, the City of Salisbury (or other municipality in which the leased premises are located) and the County of Rowan. This Agreement shall be construed, governed, and enforced by and in accordance with the internal laws of the State of North Carolina.
 - 18c No pyrotechnics shall be used unless a proper permit is obtained from the Salisbury Fire Department, other municipality in which the leased premises are located or Rowan County Fire Marshall, as appropriate.
 - 18d No agent, servant, or employee of Lessee shall under any circumstances be deemed an agent, servant, or employee of RSS and no agent, servant, or employee of RSS shall under any circumstances be deemed an agent, servant, or employee of the Lessee.
 - 18e It is understood and agreed that the parties hereto are independent contractors and this agreement shall not in any way form a partnership or joint venture.
 - 18f It is understood and agreed that there are no oral or written agreements other than those printed or written herein or attached and attested to this lease and that none of the terms, conditions or provisions of this lease may be modified or changed except by written amendment duly executed by the parties hereto.
 - 18g If any provision contained in the Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, unenforceable shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been included herein.
 - 18h This Contract of Lease shall be effective and binding as of the date of its execution by or on behalf of RSS.