

LEWIS COUNTY SCHOOLS

BUILDINGS AND GROUNDS USE

Please complete the Application for Buildings and Grounds Use and the attached Lease of School Buildings and Grounds and return to this office. A copy will be returned for your files and one copy will remain in the county office.

Principal

Superintendent

Approved

Approved

Denied

Denied

Principal's Signature Date

Superintendent's Signature Date

Applicant complete the following information:

1	Name of Organization			
2	Person Making application			
3	Address of applicant			
4	Telephone Number of applicant			
5	Describe purpose for which Facility is desired			
6	Name specifically the school and area or areas to be used			
7	Dates desired; in order of Preference	1	2	3
8	Time to be in use	From:	To:	
9	*Does your organization have liability insurance as prescribed by the Lewis County Board of Education: It is understood that evidence of such must be filed prior to date when facility is to be used.			
		YES	NO	
DATE:		Signature of Applicant		

*Outside organizations, using a school-owned properties of facilities: shall furnish liability insurance I the name of the Board of Education of the County of Lewis in a minimum of:

\$2,000,000 General Liability Limit (Aggregate)	\$1,000,000 Products and Completed Operations Limit	\$1,000,000 Personal and Advertising Injury Limit
\$1,000,000 General Liability Limit (Each Occurrence)	\$50,000 Damage to rented premises	

Please also note that the Lewis County Board of Education, in order to protect their own interest, will be listed as an additional insured on any policy obtained by any persons with use of properties owned by the Lewis County Board of Education. The insuring company of a pending cancellation if insurance within thirty days of the termination date would notify any listed additional insured. This would avoid lapses in coverage that the board was unaware of. The actual intent of General Liability policy is for the protection of third party individuals for property damage or bodily injury, not for property damage or bodily injury to the insured, attendees or members of the insured's organizations. This type of coverage can be obtained through alternative types of insurance policies:

***Please remind those attending your event that there is to be NO SMOKING/TOBACCO USE on school property!**

DATE OF BOE APPROVAL: _____
LEASE OF SCHOOL BUILDINGS AND GROUNDS

THIS LEASE, made this the _____ day of _____, 20____, by and between the LEWIS COUNTY BOARD OF EDUCATION, herein referred to as Lessor, and _____, herein referred to as Lessee.
(Name of Organization)

In consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I
DESCRIPTION OF PREMISES**

Lessor leases to Lessee the premises located at _____ and described more particularly as follows:

**SECTION II
TERM**

The term of this Lease is for a period of _____, beginning on the _____ day of _____, at _____ o'clock [] am [] pm., and ending on the _____ day of _____, at _____ o'clock [] am [] pm.

**SECTION III
USE OF PREMISES**

The premises are to be used for the purpose of _____. Lessee shall restrict its use of such purposes, and shall not use or permit the use of the premises for any other purpose.

**SECTION IV
NON-LIABILITY OF LESSOR FOR DAMAGES**

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause to the occupancy of the premises by lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the terms of this lease or any extension thereof. Lessee shall indemnify lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

SECTION V

LIABILITY INSURANCE

Lessee shall procure and maintain in force at its expense during the term of this lease and any extension thereof public liability insurance with insurers and through brokers approved by lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in around the leased premises, liability insurance coverage at \$1,000,000.00 per each occurrence, \$1,000,000.00 aggregate and \$50,000.00 for property damage. The insurance policy shall provide coverage for contingent liability of lessor on any claims or losses. The policies shall be delivered to lessor for keeping.

SECTION VI ACKNOWLEDGEMENT OF REPRESENTATIVE STATUS

The individual signing this lease on behalf of lessee agrees by affixing his or her signature hereto that said individual is authorized by lessee to act in a representative capacity on behalf of the lessee and his authority to make this agreement on behalf of lessee.

IN WITNESS WHEREOF, the parties have executed this lease at Weston, WV, the day and year first above written.

LEWIS COUNTY BOARD OF EDUCATION:

By _____
Its _____

LESSEE:

By _____
Its _____

OFFICE USE ONLY

Rental Fee:
Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No Initials:
Approved by the Lewis County Board of Education in regular session:

Approved and amended by Lewis County Board of Education session September 8, 2008

Buildings and Grounds Usage Contract

School: _____ **Date:** _____

This is a binding contraction between _____ and _____ School in Lewis County, West Virginia.

The leasing party agrees to follow the guidelines set within this contract or may be denied privileges of use of any school facilities/grounds.

1) All outside agencies working with children on school property shall have the persons in charge of supervising children, under the age of 18, to submit a copy of a recent background check to the Lewis County Board of Education to verify persons with felonies or registered sex offenders are not supervising children.

2) No practices shall take place while the school teams are practicing or playing. No practices shall take place on game nights at any time.

3) No teams or individuals shall use the primary playing fields for practice. They shall only use the perimeters for practice. No one shall be permitted to use any area with "newly" sewn grass seed for a minimum of six months.

4) All school activities take priority over any scheduled event by an outside agency.

5) No vehicles are to be inside the gated areas except emergency and referees. Concession stand workers may drive in to unload and then park in the parking lot. Coaches and workers are not to park in the gated area.

6) It is the responsibility of the leasing party to clean the entire used area, including restrooms, prior to leaving after each use.

7) It is the responsibility of the leasing party to lock and secure all buildings and gates when leaving. Make sure doors are not left propped open or unsecure, lights off and water off.

8) Keys will only be given to those approved with a proper background check to ensure school and community safety and security.

9) Other situations that may arise _____.

Signature of Person Leasing School buildings/grounds

Date

Principal's Signature

Date

Superintendent's Signature

Date