

USE OF FACILITY REQUEST

Today's Date: 10/30/07
 Date(s) Requested For Use of Facility: 02/02/08
 Type of Activity: 4-H County Events Public Speaking Program
 Area(s) of Campus Requested: Lecanto Middle School
 Timelines: Start Time 7:30 AM Finish Time 1:00 PM
 (If needed, please include set-up time) (Activity must be completed and area vacated)

Citrus County Board of County Commissioners
 Name of Organization Commissioners Name of Insurance Company
(Attach Proof of Insurance-See Policy/Guidelines for requirements)

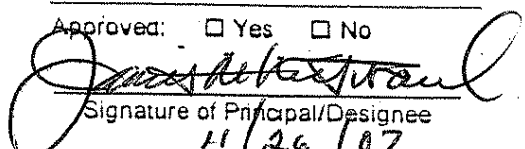
I am the person responsible for the activity named above. I agree to see that all school district rules and guidelines are followed and that the building is left in satisfactory condition after our activity is completed.

Joan Bradshaw, Interim C.E.D. Amy Lincoln, Acting CED
 Printed Name of Person Responsible Signature of Person Responsible

Address: 3650 W. Sovereign Path, Ste. 1, Lecanto, FL 34461
 Home Phone: _____ Work Phone: 352 527-5700

1. Is this a private enterprise (for profit)? Yes No
 2. How many people do you expect to be in attendance? 250
 3. What special equipment (if available) do you request? (i.e., tables, chairs, microphones, podium)
Stage area cleared, podium, microphone, tables set up in front of each classroom (10 rooms)
 4. Sales Tax Exempt? Yes No Exempt Certificate # 19-07-014737-85C

NOTE: PER FLORIDA STATUTES, NO ALCOHOLIC BEVERAGES, TOBACCO USE, OR ILLEGAL DRUGS ARE PERMITTED WITHIN 1000 FEET OF SCHOOL PREMISES.

		For School Office Use		Estimated Cost
Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No  Signature of Principal/Designee <u>11/26/07</u> Date		Security needed? <input type="checkbox"/> Yes <input type="checkbox"/> No Custodian needed? <input type="checkbox"/> Yes <input type="checkbox"/> No Rental fee? <input type="checkbox"/> Yes <input type="checkbox"/> No Sales Tax? <input type="checkbox"/> Yes <input type="checkbox"/> No		\$ _____ \$ _____ \$ _____ \$ _____
Total Estimated Cost				\$ _____

Copies: _____ File _____ Custodian _____ Activities Director _____

USE OF FACILITY AGREEMENT CITRUS COUNTY SCHOOL BOARD

THIS AGREEMENT by and between the CITRUS COUNTY SCHOOL BOARD (hereinafter "SCHOOL BOARD") and:

Citrus County Board of County Commissioners

Name of Organization/Group/Person

3650 W. Sovereign Path, Ste. 1, Lecanto

Street or Post Office Address

Lecanto

City

FL.

State

34461

Zip Code

352-527-5700

Phone Number

(hereinafter "USER").

WITNESSETH:

1. The SCHOOL BOARD shall:

- a. Permit the USER to use the following facility(ies) designated as (indicate type of space and school or site name) Lecanto Middle School cafeteria and 10 classrooms to be used daily/weekly/monthly on the _____ day of each week/month between the hours of _____ a.m./p.m. and _____ a.m./p.m. for the purpose of 4-H County Events Public Speaking Program.
- b. Furnish electricity, light, water, and restroom for ordinary purposes but for no other purpose. Interruptions, delays, or failure in furnishing any of these shall not give USER any right to or claim for damages resulting therefrom.
- c. Charge USER a reasonable fee for the use of the designated facility(ies) unless waived or adjusted by the Superintendent. This fee shall be _____ for each time the facility(ies) is(are) used.

2. The USER shall:

- a. Use the designated facility(ies) only for the purposes specified above, and make no unlawful, improper, objectionable, or undesirable use of the facility(ies) provided.
- b. Obtain at USER's own cost or expense any license or permit required by law or ordinance.
- c. Maintain the facility(ies) in as good a condition and state of repair as it is on the date of this agreement, subject only to normal wear and tear. The USER shall make no alterations or modifications to the facility(ies) without the prior written consent of the SCHOOL BOARD.
- d. Remove from the facility(ies) all equipment and material owned by USER at the termination of this Agreement; the SCHOOL BOARD assumes no liability for USER's equipment or material.
- e. Not assign this Agreement, or sublet the facility(ies) or any part thereof.
- f. Not bring into or onto the facility(ies) any alcoholic beverages or gambling devices or illegal substances of any kind or permit any other person to do so.

- g. Maintain such liability and physical damage insurance as the SCHOOL BOARD may require.
 - h. Indemnify, defend, and hold the SCHOOL BOARD, its agents and employees, harmless from and against any claim or liability for damage or injury to property or persons, including death, which may arise or accrue by reason of USER's, its agents, servants, employees, guests, or invitees use of the facility(ies) or property of the SCHOOL BOARD and further, assume full responsibility for the character, acts and conducts of all persons admitted to the facility(ies) or property of the SCHOOL BOARD by the consent or knowledge of the USER, its agents, servants, employees, guests, and invitees.
 - i. Pay all charges when due by check or money order to the above-mentioned school. USER not paying charges when due will not be permitted to use SCHOOL BOARD facility(ies).
 - j. Not allow smoking on any SCHOOL BOARD property.
 - k. Not use any equipment found in or on the facility(ies) and be responsible for replacement or repair cost of such equipment found missing or damaged.
 - l. Comply with all applicable provisions of law and SCHOOL BOARD rules, as amended.
3. As the activities of the above-mentioned School and the SCHOOL BOARD have first priority of use of the designated facility(ies), the SCHOOL BOARD reserves the right to alter USER's scheduled use of the designated facility(ies) and will notify, or reasonably attempt to notify, the USER in advance.
4. The SCHOOL BOARD and USER grant to the other and reserve unto themselves the right to terminate this Agreement, with or without cause, by giving not less than thirty (30) days written notice to the other, at any time notwithstanding anything to the contrary therein. The USER may terminate its right to occupy the facility(ies) without terminating the USER's obligation to indemnify the SCHOOL BOARD in accordance with paragraph 2(h) above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 13 day of November, 2007.

CITRUS COUNTY SCHOOL BOARD
 By: [Signature]
 Superintendent, as Secretary to the School Board

USER
 By: Dennis Damato
 Dennis Damato
 Title: Chairman, Citrus County Board of County Commissioners