

RENTAL AGREEMENT

This Rental Agreement is made this _____ day of September, 2018 between the Albemarle County School Board (hereinafter "ACSB"), a body corporate pursuant to Virginia Code §22.1-71, and Boys & Girls Clubs of Central Virginia, a Virginia nonprofit corporation with a principal address of 1000 B Cherry Avenue, Charlottesville, Virginia, (hereinafter "Boys & Girls Club").

ACSB accepts Boys & Girls Club application for community use of a trailer located at Jack Jouett Middle School (hereinafter "Jouett"), located at 210 Lambs Lane, Charlottesville, Virginia, for the purpose of providing after-school and summer program space for Albemarle County Public School Division students and administrative space for Boys & Girls Club staff. The trailer location is shown in Figure 1.

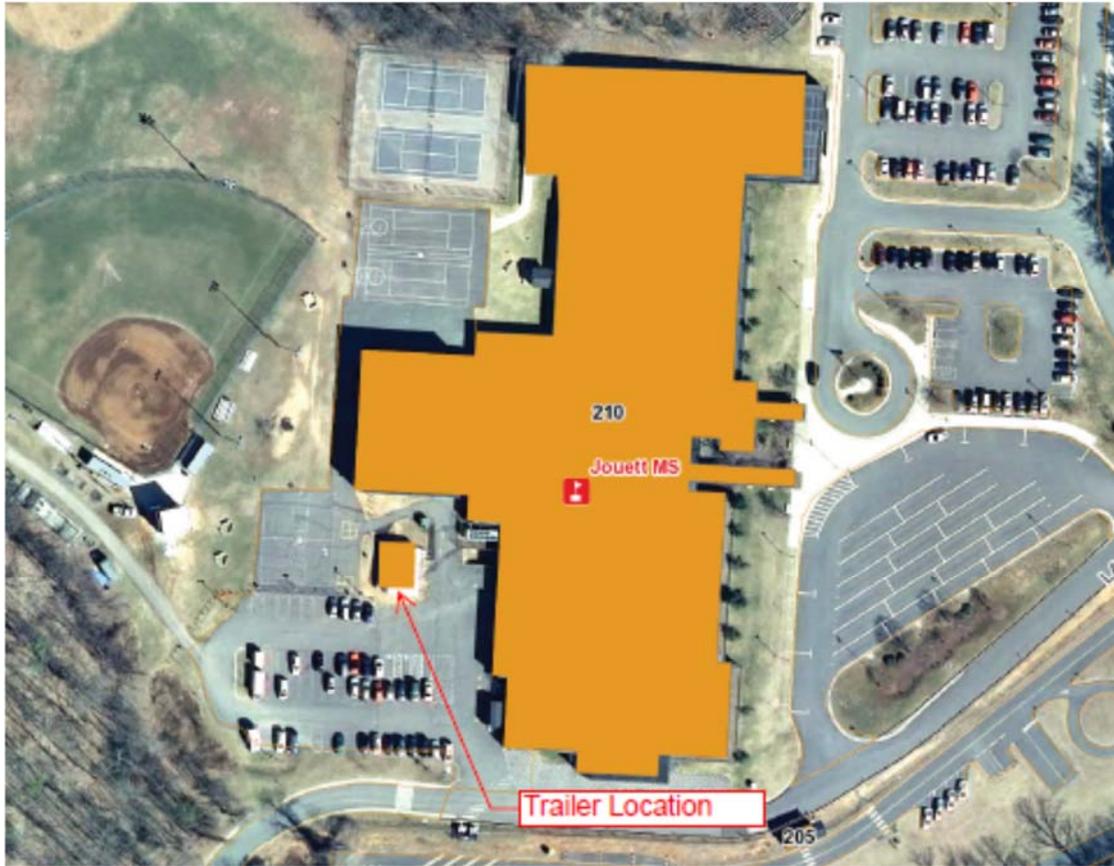
All standard requirements as stated in School Board Policy KG ("Community Use of School Facilities") will be a part of this agreement and are hereby incorporated by reference and attached to this Agreement as Exhibit A. For purposes of this Agreement, the Boys & Girls Club is identified as a Type III Organization. Specific terms of this Agreement shall control in the event of a conflict. In addition to the terms specified in Policy KG, the following terms and conditions are agreed to:

- The term of this agreement will be from September ____, 2018 to June 30, 2019.
- Hours and days of operation and Boys & Girls Club access will be Monday – Friday from 9:00 am – 7:00 pm for staff members and from 3:30 pm – 6:30 pm for students in the Jack Jouett Club program. Summer hours would be students and staff from 9:00 am – 7:00 pm. Any additional access to the trailer must be coordinated and approved by the ACSB Director of Building Services or his/her designee.
- Boys & Girls Club will be provided keys to the trailer.
- School bus transportation will not be provided by Albemarle County Public Schools.
- Boys & Girls Club must obtain and provide proof to ACPS of liability insurance consistent with that required in the ACPS building use policy. Current policy requires no less than \$1M in liability coverage and that Albemarle County Schools be named as additionally insured.
- Students enrolled in the Boys & Girls Club program must be supervised at all times by Boys & Girls Club staff members.
- Boys & Girls Club will pay a fee of \$475 per month (\$280 for custodial support and utilities, \$195 for costs associated with replacing shed), due on the first day of each month, for the use of this space to cover the cost of custodial support, utilities, and a replacement bike storage shed. After 36 payments, the rate will be reduced to the custodial support and utilities expense of \$280/month. Custodial support shall be limited to nightly vacuuming and trash removal.
- Boys & Girls Club staff and students will continue to utilize restroom facilities inside Jack Jouett Middle School.
- Use of trailer and school access will automatically be canceled when schools close due to inclement weather or emergency conditions.
- Any proposed structural or aesthetic changes to the trailer must be approved by the ACSB

Director of Building Services.

- This agreement is subject to cancellation for cause by the ACSB and for convenience by either the ACSB or Boys & Girls Club. Cancellation for cause by the ACSB shall be effective immediately upon notification to Boys & Girls Club. "Cause" shall be defined as failure to pay rent timely or damage to ACSB property attributable to Boys & Girls staff or students. Cancellation for convenience by either party shall be effective after 30 days advance notice. If the agreement is terminated or not renewed by Boys & Girls Club prior to June 30, 2020, any unrecovered cost for the bike shed (\$195/each month through the end of the 2019-2020 term) shall become due and payable.
- Boys & Girls Club agrees to defend, indemnify, and hold harmless the School Board of Albemarle County, its officers, directors, employees, and agents from and against any and all claims, liabilities, liens, costs, damages, penalties, attorney's fees, losses or expenses of any nature rising out of or resulting from negligent acts of Boys & Girls Club staff, employees, volunteers, or participating students.
- Boys & Girls Club shall maintain general liability insurance from a surety authorized to transact business in Virginia in the amount of no less than one million dollars (\$1,000,000.00). The School Board of Albemarle County, its officers, directors, employees, and agents shall be named as additional insured on the policy. Said insurance shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained by the additional insureds. This includes all damage to property and will protect and indemnify the School Board from all liability to any person on any account in connection with the use of school property as described herein.
- This Agreement is a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws.
- Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Albemarle.
- The signatories to this Agreement represent that they have the authority to bind their respective organizations.

Figure 1: Trailer Location at Jouett Middle School



[signatures on following page]

Boys & Girls Club of Central Virginia

Signature

Date

Name

STATE OF _____,
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, the _____ of Boys & Girls Club, whose name as such is signed to the foregoing Agreement, has acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this _____ day of _____, 2018.

Notary Public

My commission Expires: _____

Albemarle County Public Schools

Signature

Date

Name

COMMONWEALTH OF VIRGINIA,
COUNTY OF ALBEMARLE, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, the _____ of the School Board of Albemarle County, whose name as such is signed to the foregoing Agreement, has acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this _____ day of _____, 2018.