

RENTAL AGREEMENT

This Rental Agreement is made this _____ day of September, 2017 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").

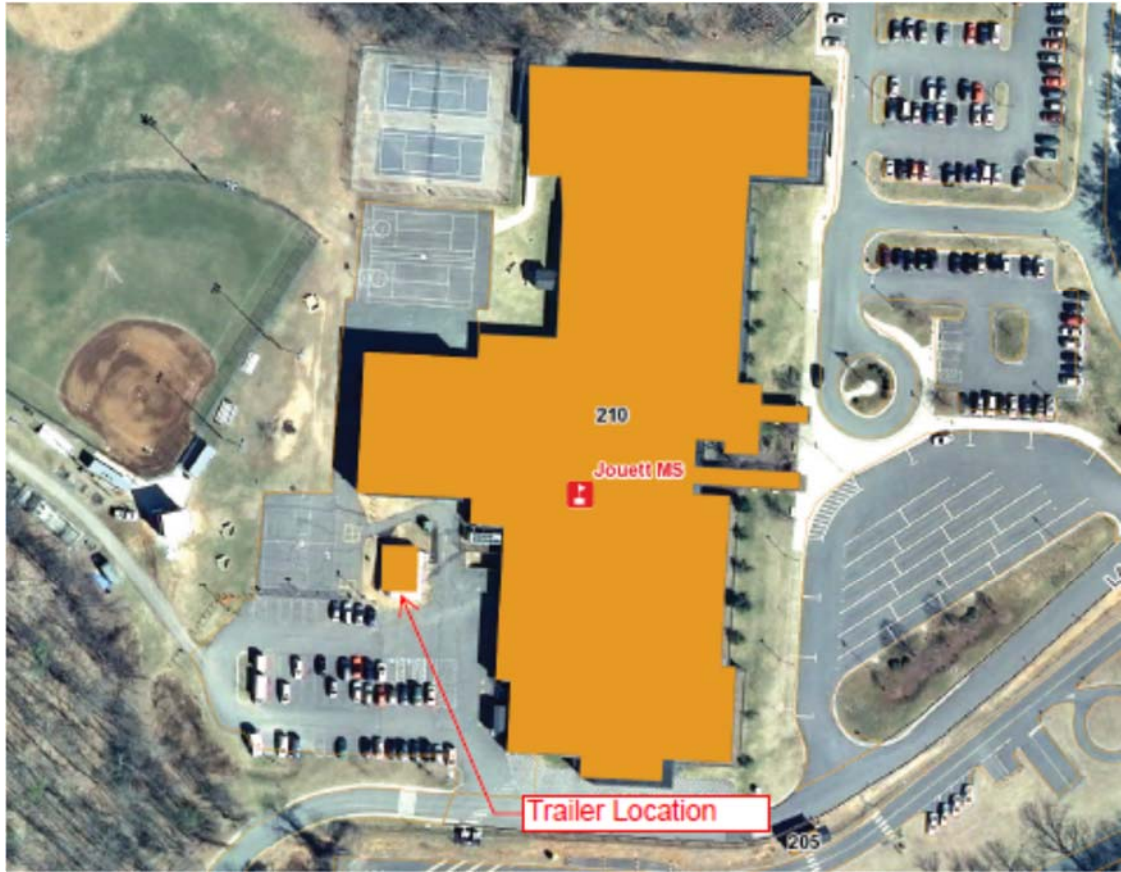
ACSB accepts Boys & Girls Club application for community use of a trailer located at Jack Jouett Middle School (hereinafter "Jouett"), located at 210 Lambs Lane, Charlottesville, Virginia, for the purpose of providing after-school and summer program space for Albemarle County Public School Division students 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 August 11, 2017 to June 30, 2018. This agreement may be automatically renewed for the terms of July 1, 2018 to June 30, 2019 and July 1, 2019 to June 30, 2020 unless a party terminates for convenience, as described below, or gives adequate notice of intent not to renew.
- 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 _____, 2017.

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 _____, 2017.

COMMUNITY USE OF SCHOOL FACILITIES

The Superintendent, subject to the approval of the Board, may provide for or permit the use of school buildings and grounds out of school hours during the school term or during vacations for any legal assembly. School facilities also may be used as voting places in any primary, regular, or special election. Internal use of school facilities are for authorized educational purposes under the direct control and management of the Division.

The Board is authorized to permit use of school property under its control when such use will not impair the efficiency of the school.

Requests for the use of any school facilities shall be made to the Superintendent or designee.

In accordance with Virginia Code §22.1-131, the Superintendent shall provide a monthly report to the Board regarding the community use of school facilities.

Adopted: July 1, 1993
Amended: October 26, 2000 (effective January 1, 2001); August 16, 2004; January 28, 2010;
February 14, 2013; August 11, 2016
Reviewed: May 24, 2007; October 8, 2015

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-79.3, 22.1-130.1, 22.1-131, 22.1-132
20 U.S.C. §7905

COMMUNITY USE OF SCHOOL FACILITIES

The School Board believes in the full and best possible utilization of the physical facilities belonging to the citizens of the County. To achieve this end, the use of school facilities for school and student-related activities as well as by outside organizations and groups shall be encouraged when these activities will not interfere with the educational program in the schools.

Safety of citizens, students, and employees and care of school property shall be primary considerations in the use of school facilities. The Superintendent or designee reserves the right to deny usage or terminate an existing contract in accordance with this policy. Failure to pay promptly all rental charges or damages may be considered sufficient grounds for refusal to grant further use of school property to an applicant.

A. Eligible Organizations

The Board has classified various organizations and groups for the purposes of establishing priority for use and for the charging of fees.

1. Classifications

Type I Organizations

- School and School Division sponsored organizations for activities related to School Division programs or business;
- Associated organizations, such as PTOs/PTAs and Booster Clubs, for activities supporting School Division programs.

Type II Organizations

- Youth organizations, such as Boy Scouts, Girl Scouts, YMCA, and 4-H Clubs for programs, meetings and activities that do not require a direct fee for participation in such activities;
- Albemarle County Local Government agencies and departments for programs and activities serving Albemarle County citizens;
- Virginia High School League for District and Regional athletic events; and
- Albemarle County neighborhood associations for meetings of less than 30 people.

Type III Organizations

- YMCA Summer Programs;
- Other not-for-profit organizations that provide instructional services directly aligned with the goals and objectives of the Albemarle County School Board. Such services may take place during the school day assuming space is available within a given school, specific need has been identified, and that specific terms and conditions of occupancy can be successfully negotiated with the School Board to include fees for the use

of space, custodial support, and other terms and conditions. Fees assessed will be determined by contract and are subject to annual review. Agreements under this section are limited to one school year but may be renewed by mutual agreement.

Type IV Organizations

- Other not-for-profit organizations not covered by Types I, II, and III.

Type V

- Individuals or organizations conducting for-profit activities limited to activities for charity, school fundraising, or educational purposes.

2. Membership

The membership of any group or organization requesting the use of school facilities must be largely from the County of Albemarle. This restriction does not exclude the use of certain facilities, as determined by the Superintendent, by state and national organizations that have a local sponsoring division of such organization.

B. Applications and Approval

Applications must be sponsored by reputable and established clubs, societies, or organizations that reasonably can be held responsible for the payment of charges, compensation for damages to property, and use of the property in reasonable conformity with regulations on the application. All groups using School Division fields or gymnasiums for activities not sponsored by the Albemarle County Department of Parks and Recreation (“Parks and Recreation”) must complete a Building Rental Application. These groups will be subject to established rental and personnel fees.

In no cases may school property be leased to individuals or in ways contrary to the County’s zoning ordinance or any other ordinance, law, or regulation. Any organization or individual may conduct a profit-making activity if the activity is for charity, school fundraising, or educational purposes. Because schools are educational institutions, their facilities should be used in an appropriate manner to enhance the education and culture of the community. Requests for permission to use school facilities for programs that do not meet this basic standard shall be denied.

The Board authorizes the Superintendent or designee to approve all applications for the use of school facilities that meet the requirements of the Board, this policy, and any other implementing regulations the Superintendent may issue in accordance with this policy in order to protect school property. The Superintendent or designee shall design such application forms as are required. The completed and signed form shall be a binding agreement upon the applicant and the School Division. The School Division reserves the right to deny usage of a facility if the application is received less than three (3) business days prior to the start of the event. No rental application will be considered more than six months prior to the desired rental date.

Parks and Recreation may submit applications for the whole season in advance. Field rental may be restricted to four days per week or less to allow fields to rest and to provide for informal use.

School organizations and PTA's/PTO's, followed by Parks and Recreation Department, have priority usage of all school facilities.

The Superintendent/designee reserves the right to limit use of School Division facilities during school vacations.

School Division facilities are not intended to be permanent locations for Type III organizations. Therefore, a Type III organization using School Division facilities for more than forty (40) days per year for three (3) consecutive years may be required to show evidence of plans to provide its own facility as a condition of use beyond the third year.

The School Division reserves the right to cancel a rental contract up to ten (10) days prior to a scheduled rental in the event of an emergency, adverse weather conditions, or a violation of this policy. Community users are responsible for calling the Community Usage Hotline for availability of schools for after-hours usage when schools are closed due to inclement weather or emergency conditions and when inclement weather occurs during the weekend or a non-school day.

C. Fees

1. Establishment of Fees

The Board has established a minimum schedule of fees based upon the Superintendent’s recommendations and the following factors: classification of the group or organization, facilities to be used, size of the group, approximate cost to the school division, and the purpose for which the facility will be used. The specific fees to be charged are listed in table format at the end of this administrative procedure. In general, the following will apply:

Classification	Fees
I	<ol style="list-style-type: none"> <li data-bbox="505 1457 1419 1556">1. No custodial fees will be assessed during normal building operating hours if activities do not require supervision or excessive cleanup, as determined by the Building Services Department. <li data-bbox="505 1604 1419 1885">2. If an event extends past 10:00 pm on week nights, personnel fees will be assessed at the established rate. If excessive cleanup is required after 10:00 pm, personnel fees will be assessed at the established rate. The minimum personnel charge for custodial, food service, and audio/visual service workers for after hours use will be three (3) hours. Specific custodial needs will be determined by the Building Services Department. Specific food service needs will be determined by the Child Nutrition department.

Classification	Fees
	<p>3. School and School Division sponsored organizations (Type I) may receive up to four (4) hours of custodial service at no charge for a given event that occurs outside of normal operating hours.</p> <p>Associated organizations may schedule four (4) events each school year that receive up to four (4) hours of custodial service at no charge for a given event that occurs outside of normal operating hours. Any custodial service beyond four (4) hours will be charged at the established rate.</p>
II	<ol style="list-style-type: none"> 1. No custodial fees will be assessed during normal building operating hours if activities do not require supervision or excessive cleanup, as determined by the Building Services Department. 2. If an event extends past 10:00 pm on week nights, personnel fees will be assessed at the established rate. If excessive cleanup is required after 10:00 pm, personnel fees will be assessed at the established rate. The minimum personnel charge for custodial, food service, and audio/visual service workers for after hours use will be three (3) hours. Specific custodial needs will be determined by the Building Services Department. Specific food service needs will be determined by the Child Nutrition department. 3. Outside of normal operating hours, non-school organizations will be assessed personnel fees at the established rate. The minimum personnel charge for custodial, food service, and audio/visual service workers for after hours use will be three (3) hours. Specific custodial needs will be determined by the Building Services Department. Specific food service needs will be determined by the Child Nutrition department.
III	Fees assessed will be determined by contract and are subject to annual review.
IV	Base fees and personnel fees (see table at end of Administrative Procedure).
V	Base fees at the for-profit rate and personnel fees (see table at end of Administrative Procedure).

2. Additional Provisions Regarding Personnel Fees

- a. After Hours Fees. The minimum personnel charge for custodial services, audio/visual services or Food Service employees for after hours use will be three (3) hours.
- b. Food Service Employee Fees. If the kitchen is to be accessed for any reason, a Food Service employee must be present to ensure safe and sanitary operation of the food service equipment. The need for Food Service staffing will depend upon the needs of the organization. All organizations will be charged if a Food Service employee is required.

- c. Custodial Fees. Custodial services shall include unlocking and locking doors, operating ceiling lights, maintaining heating and air-conditioning systems, setting up chairs, and normal cleanup. Supervision for community use is not provided by custodians. Rental of facilities by large groups or organizations which require the services of more than one custodian will result in additional personnel fees.
- d. Audio/Visual Technician Fees. Audio/Visual Technician services are required when a group requests to use the Albemarle County Public Schools audio/visual equipment. The services shall include set-up, operation and securing property. All organizations will be charged if an audio/visual technician is required.
- e. Supervision. All sponsoring organizations should provide a site supervisor. If the School Division determines that the size or nature of the event requires a site supervisor from the school system, appropriate personnel fees will be applied.

3. Payment of Fees/Cancellation

The sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment. For prolonged contractual agreements, payments may be paid monthly. Cancellation of a rental must be done at least three (3) business days before the rental. Cancellation later than three (3) business days will result in the renting organization being assessed three (3) hours rental fee and three (3) hours personnel fees. All fees must be paid within 30 days of bill issuance.

4. Use of Building Rental Fees

Building rental fees collected will be distributed as follows: 90% to cover out-of-pocket expenditures and 10% to the rented facility to be used toward the equipment replacement effort (to be distributed annually).

D. Use of Athletic Fields and Gymnasiums (Not Synthetic Turf Fields)

The use of athletic fields on school property and school gymnasiums by outside sports groups will be scheduled through Parks and Recreation. Scheduling of these spaces will be done in coordination with school principals. School activities will be given priority in scheduling. School needs will be determined by principals.

High schools, with the approval of the Superintendent/Designee, may designate specific athletic fields for limited use by outside groups because of maintenance needs or use by high school athletic teams. High school athletic directors, in consultation with their principals, will make all decisions concerning the closure of these fields to use by outside groups due to weather conditions or for other reasons. Parks and Recreation will make these decisions for all other fields. Groups that do not abide by these decisions may

lose the privilege of using school athletic fields at the Superintendent's or designee's discretion.

The use of athletic fields on school property and school gymnasiums for activities not sponsored by Parks and Recreation or during times not scheduled for use by Parks and Recreation will be subject to established rental and personnel fees.

E. Use of Synthetic Turf Fields

1. General

All users must complete the Division application for use of the turf fields and adhere to the regulations and restrictions set forth by the applicable Athletic Director. All game use or other use requiring a staff attendant requires the payment of a \$25/hr additional fee for staffing to control the scoreboard and/or maintain the facilities. The Athletic Director will determine the need to have staff on site, although all weekend rentals will require it.

2. Parks and Recreation Sponsored Youth Organizations

Parks and Recreation maintains a list of sponsored youth organizations according to its established criteria. These organizations may apply through the Athletic Director and Parks and Recreation for use of the turf field at \$50/hour for all events, games and practices.

3. VHSL Applications

VHSL in-district teams may apply for field use at \$50/hour. For VHSL regional and state tournaments, field use will be charged at \$100/hour.

4. All Other Users

All other users that do not meet the criteria in sections 1-3 may apply for field use at the rate of \$100/hour.

F. Protection of School Property

For use of indoor facilities, an employee of the School Board shall be on duty at the school property at times when the school facilities are in use. Parks and Recreation employees may be used in lieu of School Board employees. No equipment or furnishings may be used or moved without the consent of the employee in charge if such usage is not in conformity with the contracted agreement.

The sponsoring organization shall ensure on-site supervision of all scheduled activities and will ensure that users are conforming to acceptable standards of use. The sponsoring organization shall be responsible for crowd control measures, including the employment of police protection when required.

Such control shall be arranged in advance by the sponsoring organization when deemed necessary by the Superintendent or designee.

The sale or consumption of food and/or beverages will be limited to the cafeteria area only. Alcoholic beverages and the use of tobacco products in any form will be prohibited at all times on school property.

All groups using school facilities are required to have liability insurance. Documentation of a group's liability insurance coverage will be required.

G. Informal Usage of Outdoor School Property

The Board endorses the concept that non-secured outdoor facilities at the schools serve a community and district park function in Albemarle County. It is understood that, in general, these facilities will be available for free play or unstructured use during daylight hours at no cost to Albemarle County residents, unless such use would conflict with a reserved use as allowed for above or a school need inclusive of maintenance requirements.

COMMUNITY USE OF SCHOOLS FEE SCHEDULE

BASE FEES

FACILITY	TYPE I/II	TYPE IV	TYPE V
Auditorium (Audio/Visual Tech Required):	Personnel Fees Only	\$62.00	\$124.00
Blackbox Theatre: (Lighting Tech Required)	Personnel Fees Only	\$18.50	\$37.00
Cafeteria:			
Elementary School Cafeteria	No Charge	\$24.75	\$49.50
Middle School Cafeteria	No Charge	\$31.00	\$62.00
High School Cafeteria	No Charge	\$31.00	\$62.00
Cafeteria w/kitchen [2] (Food Services Associate Required):			
Elementary School Cafeteria w/kitchen	Personnel Fees Only	\$43.25	\$86.50
Middle School Cafeteria w/kitchen	Personnel Fees Only	\$49.50	\$99.00
High School Cafeteria w/kitchen	Personnel Fees Only	\$49.50	\$99.00
Classroom:	No Charge	\$18.50	\$37.00
Forum:	No Charge	\$24.75	\$49.50
Gathering Area:	No Charge	\$12.50	\$25.00
Gymnasium:			
Elementary Gymnasium	No Charge	\$24.75	\$49.50
Middle Gymnasium	No Charge	\$37.00	\$74.00
High School Gymnasium	No Charge	\$55.75	\$111.50
High School Gymnasium w/locker rooms:	No Charge	\$74.25	\$148.50
Media Center:	No Charge	\$31.00	\$62.00
Multi-Purpose Fields:	No Charge	\$31.00	\$62.00
Parking Lot (if specifically requested):			
Elementary and Middle:	No Charge	\$12.50	\$25.00
High:	No Charge	\$12.50	\$25.00
Small Gymnasium:	No Charge	\$18.50	\$37.00
Tennis Courts:	No Charge	\$12.50	\$25.00
Track:	No Charge	\$12.50	\$25.00
After hours field lighting	No Charge	\$12.90	\$25.80
After hours tennis courts lighting	No Charge	\$1.90	\$3.80

SYNTHETIC TURF FIELD FEES

Youth Use sponsored by Parks and Recreation	Adult Group Use or Non-Parks and Recreation sponsored Use
\$50/hour	\$100/hour
Requires Custodian/Field Supervisor	Requires Custodian/Field Supervisor
After hours field lighting charge \$12.90/hour	After hours field lighting charge \$12.90/hour

PERSONNEL FEES

Custodial Services (per hour)	\$31.00/hour (Requires minimum of 3 hours)
Food Services Associate	Billed through Food Services (Requires minimum of 3 hours)
Audio/Visual Technician	\$60/hour (Requires minimum of 3 hours)
Student Lighting Technician	\$10.00/hour (Requires minimum of 3 hours)

*Fees may be assessed for damage to our facilities due to external use.

Adopted: July 1, 1993
Amended: May 9, 1994; October 26, 2000; August 16, 2004; May 24, 2007; January 28, 2010;
February 25, 2010; February 14, 2013; October 8, 2015; August 11, 2016