

**School Board of Orange County, Florida**  
**Facility Use Agreement - Terms and Conditions**

For and in consideration of the following promises, covenants, and conditions, The School Board of Orange County, Florida ("School Board") and User hereby agree to the following terms, conditions and charges ("Agreement"):

1. **Use of Facility.** School Board hereby grants to User the right to use the premises or facilities owned by the School Board (collectively, "Facility") and more particularly identified in the Specific Use Request (hereinafter defined), subject to the terms and conditions herein contained, for the purposes and times set forth in the Specific Use Request only and for no other event or purpose. User acknowledges that use of any Facility is conditioned upon, and that no binding or enforceable agreement regarding use of any Facility shall exist until and unless: (a) User has agreed to these terms and conditions; (b) School Board has approved in writing the Specific Use Request; (c) User has satisfied all insurance requirements set forth herein; and (d) User has paid the required deposit and any and all sums outlined on the Invoice (hereinafter defined) (collectively, "Use Contingencies"). User understands and acknowledges that User shall only have access and use of the Facility during the time and date specified in the Specific Use Request and approval of this Agreement by the School Board does not grant User a license to use the Facility or any School Board premises at any time without the School Board's written approval and acceptance of a Specific Use Request. School Board agrees to furnish any and all utilities, including, without limitation, light, heat, air conditioning and water, it deems necessary, at its sole discretion, for the use of the Facility. Except as otherwise provided herein, User takes and accepts the Facility "as-is" and without any representations or warranties as to the ability to use the Facility for User's purpose or Event.
2. **Term of Agreement.** The term of this Agreement shall be for a period commencing on the earliest date identified in the Specific Use Request and expiring on latest date specified in the Specific Use Request. However, this Agreement may be otherwise terminated at any time as provided herein.
3. **Specific Use Requests.** Unless otherwise specifically waived by School Board in writing, User shall submit an online request to the School Board no later than five (5) business days prior to any requested event or use of any School Board Facility. Said request shall include the following information: (a) type and purpose of event ("Event"); (b) identification and address of specific site, facility, location or premises, including, without limitation, any individual rooms or premises necessary to conduct the Event; (c) schedule outlining the time and date of requested Event, including, without limitation, time User will need for set-up and breakdown (such as preparation, decorating, and or rehearsal time, and time after the Event User will need for removal of decorations, User equipment, and other items ("Event Date"); (d) list of any and all School Board equipment the User intends to utilize during the Event; (e) identification of estimated number of participants and/or attendees; (f) designation of a Responsible Party (hereinafter defined) who shall act as the User's agent and through whom all communication shall be conducted; and (g) reaffirmation and ratification of the terms and conditions of this Agreement (collectively, the "Specific Use Request"). User understands and agrees that all Specific Use Requests shall be reviewed by the School Board and must be approved prior to any scheduled use or Event by User. User shall notify the School Board of any changes in type of activities outside the User's most basic operations for further review and approval. School Board, in its sole and

absolute discretion, reserves the right to deny or reject any Specific Use Request or require additional staff, custodians, security officers or equipment operators based on the type of Event, which additional expenses shall be at the expense of the User.

4. **Invoice.** Upon receipt and approval of a Specific Use Request, the School Board will prepare an invoice setting forth the security and damage deposit, facility use or rental fees, equipment use fees, utility charges, staffing costs, sales tax and any other fees or charges reasonably required by the School Board for the use of the Facility ("Invoice"). Unless otherwise outlined in the Invoice, User agrees to pay to School Board any and all sums set forth in the Invoice no later than two (2) business days prior to the first day of any scheduled and approved Event if paying by cash or credit card, or no later than five (5) business days prior to the first day of any scheduled and approved Event if paying by check, provided; however, if the Specific Use Event is a reoccurring event throughout the fiscal year, School Board may, in its sole discretion, permit the User to pay the Invoice monthly, no later than the first (1st) day of the month in which the User intends to utilize the Facility, or weekly if the weekly sum is paid no later than two (2) business days prior to use if paying by cash or credit card, or not later than five (5) business days if payment by check. If any sums outlined in the Invoice are not timely received by the School Board, the School Board, in its sole and absolute discretion, reserves the right to terminate this Agreement and User shall have no right to use the Facility as outlined in the Specific Use Request. If a deposit is required, the deposit is non-refundable and non-transferable. If the User cancels the Event, User shall forfeit the deposit. If the Event ends earlier than the stated time in the Specific Use Request, User shall not be entitled to a refund of any fees paid hereunder.
5. **Responsible Party/Event Coordinating Deadline.** User agrees to designate an individual or contact person in the Specific Use Request who shall be responsible for ("Responsible Party") the following: (a) coordinating all Specific Use Request details with the School Board no later than five (5) business days, or as otherwise agreed upon by the School Board in writing, prior to the Event Date; (b) hosting and being present and in attendance at all times throughout the Event; (c) taking all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations, outlined in this Agreement are fulfilled; and (d) supervising the participants in the program, activities, or Event conducted at the Facility. The User shall be solely responsible for all actions of the Responsible Party.
6. **User's Obligations.** User, its agents, employees, attendees, volunteers, invitees, guests, and participants, agree to the following obligations and restrictions:
  - a. User shall comply, at its sole cost and expense, with any and all present and future applicable federal, state, local or School Board laws, policies, procedures, or rules of the School Board or the Facility, including, without limitation, the Jessica Lunsford Act and the Florida Fire Prevention Code, as applicable;
  - b. User shall obtain, at its own cost and expense, any and all licenses or permits required by law or ordinance to conduct or hold the Event at the Facility;
  - c. User shall exercise care in the use of the Facility and adjacent areas and agrees to keep the Facility and adjacent areas in a clean and orderly condition, to replace any furniture or equipment moved during the User's use of the Facility, and to remove all waste material at the conclusion of the Event, unless School Board agrees, in writing, to be responsible for cleanup, removal of waste or recycling.
  - d. User shall not damage, destroy, or make any alterations to the Facility, or any fixtures, building systems, or equipment in the Facility without the prior written

consent of the School Board. At the end of the Event, unless otherwise agreed in writing by the School Board, User shall remove from the Facility all property and materials belonging to the User and shall leave the Facility in a clean, safe, and unaltered condition as originally tendered to the User. In the event the School Board permits the storage of equipment, property, or materials belonging to the User, User agrees and acknowledges that School Board assumes no responsibility for any lost, stolen, or damaged equipment and materials stored at the Facility by User. If User damages the Facility, School Board, in its sole and absolute discretion may elect to either (i) require User, at User's own expense and risk, to restore the Facility to the condition existing prior to the Event, or (ii) conduct the repairs and restorations to the Facility, subject to reimbursement from the User as set forth below. If School Board conducts the repairs and restorations to the Facility, the costs for same shall be borne solely by User. School Board shall have the right to retain the deposit and if the deposit is not sufficient to cover any and all charges required to repair or return the Facility to its condition prior to the Event, User shall reimburse School Board for any repairs or restoration necessary to repair damages to the Facility caused by User or User's use of the Facility for the Event no later than ten (10) days after School Board presents User with a written statement or invoice reflecting the nature and costs of the repairs.

- e. User agrees to abide by any and all specific limitations or restrictions of the School Board, or administration of any Facility, as to the use of tape, balloons, glitter, candles, markers, tack, nails, other such materials, and signage at the Facility (collectively, "Decorations"). Decorations must be fire retardant. User shall be prepared to provide School Board with documentation evidencing the fire retardant properties of Decorations. User shall consult with the School Board for a full overview of allowable Decorations and to appropriately accommodate User's needs. Decorations which cause damage or create additional cleaning requirements after their display will result in additional charges to the User. User shall remove all Decorations, outdoor and indoor directional signage, equipment, and/or materials owned by User within twenty-four (24) hours following the Event. Anything not removed within this time frame will be subject to storage and/or disposal fees.
- f. User shall not remove or damage any School Board equipment and supplies from any Facility. Nor shall User cover, tamper, or otherwise damage or alter fire protection devices and systems at the Facility.
- g. All deliveries of equipment and materials shall be made with the prior consent of the principal, director, or other designated administrator of the Facility.
- h. User acknowledges and agrees that School Board's approval of any Specific Use Request does not equate to an endorsement or sponsorship of the Event or of any activity conducted or views expressed at the Event. Upon commencement of any Event, unless otherwise agreed to by School Board, User shall notify any and all participants, invitees, guests, volunteers, or attendees that the Event, any activities conducted, products or services offered, or views expressed at the Event are not sponsored, recommended, or endorsed by the School Board.
- i. User shall pay any and all expenses related to the Event including additional charges incurred due to the extension of the Event and/or additional requirements due to use of the Facility.
- j. User shall provide written notice to the School Board within twenty-four (24) hours of any incident resulting in bodily injury or death to any persons, or damage to property of the School Board or others occurring at any School Board Facility or adjacent premises or in any way connected with the use of School Board Facility

or adjacent premises. The notice must include details of the time, place and circumstances of the incident, and the names and addresses of any person(s) witnessing the incident.

- k. User shall prevent its representatives, participants, guests, and invitees from performing any disorderly conduct or committing or maintaining any nuisance on the Facility, or using the Facility in any way so as to interfere with the operation of the educational activities of the Facility or the exercise by other licenses of privileges which the School Board may grant them in the Facility. Should representatives, participants, guests, or invitees of User display disorderly, threatening, or other unlawful conduct, it the responsibility of User to summons the appropriate law enforcement agency for assistance.
7. **User's Property.** User agrees and acknowledges that School Board does not insure the personal property of the User its employees, agents, guests, volunteers, or attendees against damage or loss by any means. User assumes the risk of any such damage or loss and hereby waives any right of recovery against the School Board as a result of loss or damage to the property of User.
  8. **Right to Enter.** School Board reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from School Board staff.
  9. **Indemnification and Hold Harmless.**
    - a. To the fullest extent permitted by law, User shall indemnify, defend, and hold harmless The School Board of Orange County, Florida, its board members, employees, and representatives from and against all claims, costs, damages, losses, and expenses, including but not limited to, economic loss, reasonable attorney's fees, and expenses, arising out of or in connection with the use of the Facility and with the terms and conditions of this Agreement, provided that any such claim, cost, damage, loss, or expense (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death, or damage to tangible property of a third party including the loss of use, (ii) loss of User's personal property during use of the Facility, and (iii) is caused or incurred in whole or in part by the User or any of its employees, volunteers, contractors, agents, invitees, or anyone directly or indirectly attending User's activity or Event at the Facility, regardless if caused in part by the School Board. This indemnification shall not apply to any claims, costs, damages, losses, and expenses arising from the School Board's sole gross negligence or intentional misconduct. Nothing herein shall be deemed a waiver by the School Board of its sovereign immunity rights under the laws of the State of Florida. The School Board gives specific consideration for this indemnification provision by charging the User a facility use fee that is less than fair market value. By signing this Agreement, User acknowledges the benefit and sufficiency of this consideration. User's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, attorney's fees, litigation, judgment, and/or settlement of any complaint, claim, or legal action.
    - b. Notwithstanding the foregoing in section 9.a., in the event User is a governmental entity entitled to the protections of Section 768.28, Florida Statutes, to the extent permitted by law and Section 768.28, User expressly agrees to defend, indemnify, save, and hold School Board harmless from and against any loss, injury, damage, liability, suit, claim, action, cost or expense incurred or suffered as a result of the

negligence, recklessness, or intentional misconduct of User or User's employees, volunteers, contractors, and agents except to the extent that such damage or loss results from the negligence or willful misconduct of School Board, or its agents or employees. Nothing contained herein shall constitute a waiver of User or School Board's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

- c. User understands and agrees that infectious and communicable diseases, including but not limited to novel coronavirus infections ("COVID-19"), have been confirmed in the State of Florida and that COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. The School Board is following guidelines issued by the Florida Department of Health, the Florida Department of Education, the Centers for Disease Control and Prevention (CDC), and the Florida Department of Children and Families in developing protocols for preventing the transmission of COVID-19 at School Board facilities. Despite reasonable efforts to mitigate the risk of exposure to COVID-19, User acknowledges and understands that there are known and unknown risks in using School Board facilities. Use of the Facility, and attendance or participation in User's activities or the Event, may result in exposure to COVID-19, causing serious illness, permanent disability, and/or death.
- d. The School Board in no way warrants that the COVID-19 infection, or any infectious or communicable disease, will not occur through participation in User's Event or use of the Facility. User understands the risks inherent to participation in group activities created by COVID-19 and other infectious diseases and agrees to assume the risk (which risks include, but are not limited to: personal injury, property damage, permanent disability, emotional injury, sickness or disease, or death). User agrees to release and forever discharge the School Board, its elected officials and employees, agents, representatives, successors, and assigns of and from all liabilities, claims, damages, costs, or expenses of any nature arising out of or in any way connected with exposure or contraction of COVID-19, or any infectious or communicable disease, through the use of the Facility.
- e. User shall indemnify, defend, and hold harmless the School Board against any and all liabilities, claims, damages, costs, or expenses of any nature of any arising out of or in any way connected with exposure or contraction of COVID-19, or any infectious or communicable disease, through the use of the Facility or due to participation in User's Event.
  - i. In the event the User is a governmental entity entitled to the protections of Section 768.28, Florida Statutes, Section 9.e. shall be limited to the extent permitted by law and Section 768.28. Nothing contained in Section 9.e. shall constitute a waiver of User or School Board's sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- f. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

**10. Insurance Requirements. Unless otherwise waived by the School Board in advance in writing,**

- a. User shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to the Facility which may arise from or in connection with the Event and the rental and/or use of the Facility and the activities of the User, its guests, invitees, agents, representatives, employees, or contractors. The cost of such insurance shall be borne by User. User shall

- furnish a Certificate of Insurance (Acord) with Comprehensive General Liability: general liability coverage under and occurrence basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limits covering bodily injury, property damage, personal injury and liability.
- b. In the event the User is a Florida state agency or political subdivision of the State of Florida authorized to self-insure or enter into a risk management program pursuant to Sections 768.28(16) and 440.38(6), Florida Statutes, submission of a statement of self-insurance shall satisfy all requirements of Section 10 of this Agreement.
  - c. User shall furnish the School Board with an original certificate of insurance, and any applicable amendatory endorsements, naming "The School Board of Orange County, Florida" as an additional insured effecting coverage required by this clause at least two (2) business days before the Event. If the certificates and endorsements are not timely delivered to and received by the School Board, this Agreement, or any Specific Use Request, shall be automatically and immediately void and User shall have no right to use the Facility. In the event the School Board, in its sole and absolute discretion, does not approve or accept User's insurance coverage, User shall furnish additional evidence of coverage or a certificate of insurance acceptable to the School Board, in its sole and absolute discretion, or the School Board may elect to suspend or terminate this Agreement, or any Specific Use Request, and User shall have no right to use the Facility. School Board reserves the right to modify these insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances. User shall notify School Board within thirty (30) days of any material changes or notice of cancellation User receives from its insurance and shall provide copies of any and all new policies or renewal notices of existing policies.
  - d. PTA and school booster group meetings are required to provide a Certificate of Insurance.
  - e. The School Board of Orange County, Florida must be named as the Certificate Holder and Additional Insured as follows:
    - School Board of Orange County, Florida
    - 445 W. Amelia St.
    - Orlando, FL 32801
  - f. Limits of coverage shall be indicated on the Certificate of Insurance as follows:
    - Commercial General Liability: general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate covering bodily injury and property damage.
  - g. Unless the certificate reads as above, the certificate will be denied.
  - h. The certificate must specify the effective date of the general liability policy. These dates must cover the date or dates being requested for the use of the Facility. User should submit only one copy of its Certificate of Insurance to document sufficient insurance coverage, even if User is applying to use several different School Board facilities.
  - i. The insured's name must match the User's name.
  - j. The cancellation section of the Certificate of Insurance must be completed and signed by the authorized representative since this section insures that User's policy is active at the time of the event.

- k. Proof of insurance (Certificate of Insurance) naming The School Board of Orange County, Florida as Certificate Holder and as Additional Insured must be uploaded into Faciltron at <https://www.facilitron.com/ocps32801>.

**11. Prohibition of Substances, Devices, or Materials.** Unless otherwise specifically agreed to by School Board in writing, User shall not allow or permit any the use, consumption, storage, or possession of any of the following items on School Board Facilities by User, its agents, employees, attendees, volunteers, invitees, guests, or participants: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons, firearms, and/or destructive devices; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, candles, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) smoke or haze generating devices; (f) animals; (g) amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices; or (h) any other substance, material, or items prohibited by law or the Florida Fire Prevention Code.

**12. Termination, Cancellation, or Reassignment.** This Agreement may be terminated by either party hereto at any time during the term hereof upon thirty (30) days' prior written notice to the other party. The School Board reserves the right to terminate, cancel, rescind, suspend, or revoke this Agreement, and/or its approval of any Specific Use Request, or to reassign, relocate, or remove the User to another Facility, immediately and without notice, upon any of the following: (a) in the event of an emergency which, in the opinion and sole discretion of the School Board, would make the Event or use of the Facility unfeasible; (b) the Facility is needed for school use; (c) if the School Board determines, in its sole and absolute discretion, that the purpose or purposes for which the Facility is being used, or intended to be used, shall be obnoxious or harmful to the best interest of the School Board; (d) User fails to remit any and all payment required in accordance with the Invoice; (e) User fails to remit and maintain a certificate of insurance in accordance with the insurance requirements contained herein; (f) User fails to comply with any requirement, for any violation of use conditions or regulations required by the School Board or governmental agency; (g) the School Board determines the User has provided inaccurate, false, or misleading information to the School Board in this Agreement or any Specific Use Request; (h) School Board determines that the Facility will undergo any renovation, construction, or remediation work during, prior to or after the Event that would make the Event unfeasible; or (i) otherwise comply with the User's obligations hereunder. Refunds of any deposits and/or other fees or charged paid pursuant to the Invoice will be determined at the discretion of the School Board, on a case by case basis.

**13. Non-Discrimination.** To the extent permitted by law, User and School Board agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled veteran or veteran of the Vietnam era, and that the User agrees to comply with all non-discriminatory laws, rules, policies, and procedures that the School Board promulgates or to which the School Board is subject.

14. **Acceptance of Terms.** User has read and understands the above terms and conditions and agrees to abide by these terms and conditions.
15. **Default by User and Costs of Enforcement.** In the event User fails to comply with the terms and conditions of this Agreement or Specific Use Request, User agrees to pay all costs of enforcement, construction, or interpretation, or collection of payments, deposits, utility and equipment fees, including, without limitation, collection costs and reasonable attorneys' fees incurred in pretrial negotiations, trial proceedings or appeals, or similar proceedings.
16. **Entire Agreement; Incorporation of Specific Use Requests.** This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties. Notwithstanding the foregoing, any Specific Facility Use shall reference the document or permit number of this Agreement and shall further ratify the terms and conditions of this Agreement. Any modifications, changes or amendments to this Agreement must be written and signed by all the Parties to this Agreement. Notwithstanding the above, the Parties to this Agreement incorporate by reference, as though fully set forth herein, those specific paragraphs initialed by the Parties in any Facilities Use Agreement Addendum, if applicable.
17. **Severability.** In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.
18. **Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
19. **No Assignment or Subletting.** This Agreement shall not be assigned or transferred without the prior written consent of the School Board.
20. **Force Majeure.** In any event that the performance of any covenant(s) of this Agreement shall be prevented by an act of God, act or regulations of local, state or federal government, physical disability, actor regulations of public authorities or labor unions, labor difficulties, strike, civil tumult, terrorism, war, epidemic, pandemic, interruption of transportation, or any other reason proven beyond their control, School Board and User shall respectively be relieved of their obligations stated in the Agreement and any deposits or payments paid by the User shall be returned to the User, if the Event has not yet occurred.
21. **Venue and Jurisdiction.** This Agreement shall be governed and constructed in accordance with the laws of the State of Florida and venue shall be located in Orange County, Florida.
22. **Warranty of Authority.** By agreeing to the terms and conditions hereof, the signatory hereof represents and warrants that he or she has the full power and authority to act on



behalf of User, and User has the full power and authority, to enter and agree to these terms and conditions.

## **USER GROUP CATEGORIES**

The User Groups, as defined by the School Board, are listed below in order of the priority given to each group. The types of fees assessed for each user group are also listed below:

### **User Group 1 – School Based Activities/Youth Organizations (Priority 1 Scheduling)**

User Group 1 includes organizations that serve the students, parents, and teachers of the Orange County Public Schools. These organizations exclusively include the Sheriff and Police Departments, charter schools, PTA/SAC, school athletic boosters, Boy Scouts of America, Girl Scouts of America, 4-H, Campfire Girls, Child Evangelism Fellowship/Good News Club, municipalities, voter precincts and public hearings.

#### **Fees:**

- Salary/Benefit Costs
- Security and Damage Deposit

### **User Group 2 – School Partnerships (Priority 2 Scheduling)**

User Group 2 includes organizations that have signed agreements with the district that results in a contribution to the Facility (such as: groups having a valid Field Improvement Agreement, etc.) on file with OCPS Real Estate Management.

#### **Fees\*:**

- Utility Fees
- Salary/Benefit Costs
- Equipment Use Fees
- Sales Tax
- Security and Damage Deposit

\*Fees based on contract on file

### **User Group 3 – Governmental and Community Agencies (Priority 3 Scheduling)**

User Group 3 includes recognized governmental and community agencies which provide programs for students and parents and are tax supported organizations. These groups include, but are not limited to: city and county parks and recreation programs, professional development, state-sponsored professional training, neighborhood watch, homeowners associations, School Board school alumni organizations, and grant funded partnerships which provide before and after-school tutoring or enrichment programs for School Board students.

***Fees:***

- Facility Use Fees
- Utility Fees
- Salary/Benefit Costs
- Equipment Use Fees
- Sales Tax
- Security and Damage Deposit

**User Group 4 – Youth Athletic  
(Priority 4 Scheduling)**

User Group 4 includes non-governmental youth athletics whose enrollment is comprised of **75% Orange County students**. In order to obtain this classification, verification of student participation may be required (student name and school attended).

***Fees:***

- Facility Use Fees
- Utility Fees
- Salary/Benefit Costs
- Equipment Use Fees
- Sales Tax
- Security and Damage Deposit

**User Group 5 – Private Interest or Non-Government  
(Priority 5 Scheduling)**

User Group 5 includes those citizens, associations, clubs or other organizations who wish to use a Facility for commercial, for profit, or nonprofit purposes. Organizations include, but are not limited to: Recreation, Education, Political, Economic, Artistic, Adult Athletics or non-Orange County student athletics and faith or spiritual activities. Also included are youth athletic groups whose enrollment is less than 75% Orange County students or residents.

***Fees:***

- Rental Fees
- Utility Fees
- Salary/Benefit Costs
- Equipment Use Fees
- Sales Tax
- Security and Damage Deposit

**The below tables set forth the fees for all School Board facilities.  
Facility use is for one (1) hour minimum rentals and half-hour (1/2 hour) increments thereafter.**

**Facility Use Fees**

**Users in user groups 3 and 4 pay facility use fees. These fees offset the cost of general maintenance and upkeep of the facility**

**Facility Use Fees**

**(per hour unless otherwise noted)**

<b>Facility</b>	<b>Fee</b>
Auditorium (Elementary & Middle)	\$15.00
Ball Field Use (High School)	\$10.00
Cafeteria (not including kitchen area)	\$15.00
Classroom/Conference Use Fee	\$5.00
Concession Use Fee	\$30.00 per event
Covered Outside Area, Tennis Courts/Common, Pavilion and Basketball Courts	\$5.00
Field Use Fee (Elementary & Middle)	\$5.00

Gymnasium/Pool	\$15.00
Kitchen	\$10.00
Media Center	\$10.00
Performing Arts Center (High School)	\$15.00
Playground/Parking Lot/Commons	\$5.00
Portable Classroom	\$5.00
Ropes Course	\$25.00
Stadium/Football Field	\$15.00
Track - Composite	\$50.00
Track (asphalt)	\$10.00
Turf Field	\$90.00

## Rental Fees

Users in user group 5 (private interest and non-governmental organizations) are invoiced the below rental fees.

### Rental Rates (per hour)

Facility	Elementary	Middle	High
Auditorium (ES & MS - not including Howard MS)*	\$75.00	\$138.00	N/A
Auto Shop	N/A	N/A	\$80.00
Cafeteria*	\$50.00	\$100.00	\$150.00
Classroom/Conference Room*	\$25.00	\$43.00	\$60.00
Concession	N/A	N/A	\$50.00
Covered Outside Area, Tennis Courts/Common, Pavilion and Basketball Courts	\$20.00	\$20.00	\$20.00
Fields (Practice, Play, Football, Baseball, Soccer & Softball)	\$35.00	\$45.00	\$55.00
Gymnasium/Pool*	\$150.00	\$170.00	\$180.00
Kitchen	\$30.00	\$40.00	\$50.00

Media Center*	\$50.00	\$125.00	\$200.00
Performing Arts Center (includes Howard MS)*	N/A	\$225.00	\$225.00
Play Court/Parking Lot	\$20.00	\$20.00	\$20.00
Portable*	\$25.00	\$25.00	\$25.00
Ropes Court	N/A	\$25.00	N/A
Stadium Fees*	N/A	N/A	\$55.00
Track – Composite*	N/A	N/A	\$50.00
Track (Standard)*	N/A	\$35.00	\$35.00
Truck Driving Range	N/A	N/A	\$80.00
Turf Field	N/A	N/A	\$90.00

\*Indicates areas

## Utility Fees

**User groups 3, 4, and 5 pay utility fees. Below listed are the per hour utility charges.**

<b>Utility Fees (per hour)</b>			
<b>Area</b>	<b>Elementary</b>	<b>Middle</b>	<b>High</b>
Athletic Fields	\$13.25	\$15.50	\$17.65
Auditorium (ES, MS not including Howard MS)	\$11.00	\$15.50	N/A
Auto Shop	N/A	N/A	\$16.55
Cafeteria (not including kitchen area)	\$11.00	\$15.50	\$19.85
Classroom, conference room, portable, or field house	\$2.20	\$2.20	\$2.20
Gymnasium	\$16.50	\$22.00	\$28.70
Kitchen	\$17.65	\$17.65	\$17.65
Media Center	\$5.50	\$8.80	\$12.10
Performing Arts Center (PAC) HS and Howard MS	N/A	\$26.50	\$26.50
Pool	N/A	N/A	\$5.50
Pavilion or covered Outside Area	\$2.20	\$2.20	\$2.20

## Supply Fees

User groups 3, 4, and 5 pay supply fees. Below listed are the per hour supply charges.

Supply fees apply per hour for each area utilized.			
Area	Elementary	Middle	High
Auditorium (Elementary & Middle)	\$7.00	\$7.00	N/A
Ball Field	\$2.00	\$2.00	\$2.00
Cafeteria (not including kitchen area)	\$5.00	\$5.00	\$5.00
Classroom/Conference Room	\$2.00	\$2.00	\$2.00
Concession	\$2.00	\$2.00	\$2.00
Covered Outside Area, Tennis Courts, Pavilion and Outside Basketball Courts	\$2.00	\$2.00	\$2.00
Field Use Fee (Elementary & Middle)	\$2.00	\$2.00	\$2.00
Gymnasium/Pool	\$5.00	\$5.00	\$5.00



Media Center	\$5.00	\$5.00	\$5.00
Performing Arts Center (includes Howard MS)	N/A	N/A	\$7.00
Play Court, Playground, Commons	\$2.00	\$2.00	\$2.00
Portable	\$2.00	\$2.00	\$2.00
Stadium/Football Field	N/A	N/A	\$7.00
Track - Composite	N/A	N/A	\$7.00
Track (Standard)	N/A	N/A	\$7.00
Turf Field	N/A	N/A	\$7.00

## Equipment Use Fees

User groups 3, 4, and 5 are charged for use of Facility equipment as listed below.

Equipment Item	Charge Per Event
Athletic Scoreboard	\$50.00
A/V Screen	\$25.00
Large Percussion Instruments	\$30.00
Lectern/Podium	\$25.00
Microphone	\$25.00
P.A. System	\$25.00
Piano	\$30.00
Projectors	\$25.00
Risers (per set)	\$30.00
Spotlight	\$25.00
TV/DVD Player	\$25.00

## Salary and Benefits

Staff salaries are charged to ALL user groups at the below listed hourly rates.

Staff Salary Charges (per hour)	
Custodian	\$40.00
Food Service Manager	\$30.00
Food Service Staff	\$21.00
Security Guard/Parking Attendant	\$20.00
Site Supervisor	\$35.00
Technology/Video Tech	\$39.00
Uniformed Security	\$35.00

### Fee Guidelines

#### School Board of Orange County, Florida - Regulations

The user shall prohibit the use of intoxicating beverages, smoking, harmful drugs, or gambling and/or gambling devices of any kind on School Board property. School Board equipment and supplies shall not be removed from any Facility.

## **Security and Damage Deposit**

A minimum security and damage deposit of \$200 may be required for all first time users or for any user at the discretion of the Facility. The Facility will hold deposits for the length of the agreement. The deposit will be returned in full if no damage or replacement is required. The Facility will provide receipts to the organization for proof of repairs or replacements.

## **Payment Guidelines**

All first time users must submit payments in the form of credit card, cash, cashier's check, or money order two (2) days prior to the event.

Organizations with long-term agreements may also pay by check which must be received by Facilitron at least fourteen (14) days prior to the event.

## **Sales Tax**

Unless an organization provides a valid State of Florida Sales Tax Certificate of Exemption to Facilities Use, a 6.5% sales tax is charged on the following fees: rental, facility use, utilities, and equipment.

NOTE: A Federal Tax Exemption number does not apply to the State of Florida Sales Tax Exemption.

## **Site Supervisors**

Users will pay the salary(ies) for School Board employee(s) to be on-site during events that occur beyond normal operating hours of the Facility. The number of employees will be determined by the Facility. The employee cannot be part of the event and no employee is to be paid directly by the organization.

## **Changes and Corrections**

Users must inform and receive approval from the Facility Contact in writing regarding any changes to the schedule. User must also inform Facilitron at least two (2) business days prior to the event of requested changes to the schedule by writing a "comment" on the reservation webpage. All changes must be verified in writing by the Facility contact.

No revisions will be made to the invoice more than thirty (30) days after the scheduled occurrence.

## **Outstanding Balances**

Users with outstanding balances will **not** be permitted to lease or allowed access to any School Board facility until the balance is reconciled.