

(Agreement not Final unless signed by the Superintendent of Schools)

STATE OF ALABAMA

PIKE COUNTY

AGREEMENT

This agreement entered into on this _____ day of _____, 201__,
by and between the Pike County Board of Education, hereinafter referred to as the
Board, and _____, hereinafter referred to as Party of the
Second Part;

WITNESSETH:

1. Party of the Second Part hereby agrees to pay to the Board for the use, as
hereinafter set forth, of the facility of the Board located at _____
and known as the _____ building, the **sum of \$150.00 dollars**, which said sum
shall be paid in full no later than 10 days prior to the commencement of the use of said
facility, and shall be payable at the offices of the Board or at some other location duly
designated by the Board. **There shall be a \$50.00 deposit** for the key or keys to the
facility leased. This deposit shall be returned in full upon the timely return of the key by
the party of the second part. If keys are not returned within one week after the conclusion
of the lease, \$5.00 per day shall be deducted until deposit amount is used. If key is not
returned after 25 days, the party of the second part shall bear the cost of rekeying the
door, which will be based on cost, but is approximately \$250.00 per door.

2. The period of time of the aforesaid use of said facility by Party of the Second Part shall commence at _____ o'clock __.m. on _____ and shall terminate at _____ o'clock __.m. on _____. All activities on the part of Party of the Second Part, including cleaning of the facilities as set forth herein, must and shall be completed and terminated by _____ o'clock __.m. on _____.

3. Party of the Second Part agrees to clean said facility and grounds used by Party of the Second Part so that said facility and grounds shall be left in the same condition after the use by Party of the Second Part as said facility and grounds were in prior to the commencement of said use by Party of the Second Part as said facility and grounds were in prior to the commencement of said use by Party of the Second Part.

4. Party of the Second Part hereby agrees, during the use of said facility, to completely and fully comply with the directions and instructions of the principal of the school and/or the designated representative of said principal. At any time in the opinion of said principal and/or his designee, the use of said facility by Party of the Second Part or the actions of Party of the Second Part and/or the participants in the use of said facility, constitutes improper use of said facility, the said principal and/or his designee shall have the absolute right and authority to declare a forfeiture of the use of said facility by the Party of the Second Part and a forfeiture of the aforesaid fee paid by Party of the Second Part, which such declaration of forfeiture shall result in the immediate termination of the use of said facility by Party of the Second Part.

5. If the kitchen facilities of the aforesaid facility are used by Party of the Second Part, a properly authorized School Food Service employee shall be in attendance at the activity pursuant to Board Policy KGH, a copy of which is hereto attached and made a part hereof as though fully set out herein. It shall be the responsibility of Party of the Second Part to pay to the aforesaid School Food Service employee, who shall be appointed by the CNP Supervisor of the school, a dollar amount not to exceed the employee's regular pay and expenses, including mileage, meals, etc. The amount agreed upon by and between Party of the Second Part and the said School Food Service employee for the services of said employee is and shall be _____.

In the event the kitchen or equipment is under repair, the kitchen may not be used due to health and safety factors.

6. Party of the Second Part, at its own cost and expense, shall, during the use of said facility, keep the facility in good repair and condition, so that said facility will be returned by Party of the Second Part to the Board at the termination of the aforesaid use in the same good condition as it now is. The Party of the Second Part shall assume full responsibility for any and all damage and/or maintenance expense incurred as a result of Party of the Second Part's use of said facility, and Party of the Second Part shall pay in full for all such maintenance expenses and all such damage to said facility.

7. Party of the Second Part shall use the said facility in a careful and proper manner and shall comply with all laws, statutes, ordinances, and regulations relating to the use or maintenance of said facility.

8. Party of the Second Part shall make no alterations in said facility without obtaining prior written permission from the Board.

9. The Board shall not be liable to Party of the Second Part for any damages to Party of the Second Part's property or person, or to the property or person of any participant in the aforesaid use of said facility, on account of any defects in said facility.

10. Party of the Second Part releases the Board from and agrees to indemnify and to hold the Board harmless against any and all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the said use of the said facility by Party of the Second Part.

11. Party of the Second Part acknowledges that the said facility is of a size, design, and capacity selected by Party of the Second Part. The Board has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, or suitability of the said facility.

12. The said facility is and shall at all times remain the sole property of the Board, and Party of the Second Part shall have no right, title, or interest therein except as expressly set forth in this agreement.

13. Upon default by Party of the Second Part in the payment of any sum set forth herein and/or upon default in the performance of any of its other obligations under this agreement and/or upon the violation of any of the agreements herein made by Party of the Second Part, this agreement shall be terminated immediately at the option of the Board, and the Board shall have the right immediately to take possession of the said facility and premises, removing therefrom any and all property of Party of the Second Part.

14. Party of the Second Part waives all right of exemption as to personal property under the Constitution and Laws of the State of Alabama as to the collection of all sums due from Party of the Second Part hereunder and agrees to pay reasonable attorney's fees incurred by the Board in and about the collection of any amount due by Party of the Second Part hereunder or to enforce performance of any of the provisions of this agreement by Party of the Second Part.

IN WITNESS WHEREOF, the parties have executed this agreement in two counterparts, each of which shall have the same force and effect as an original, on this _____ day of _____, 201__.

PIKE COUNTY BOARD OF EDUCATION

By: _____
Superintendent

Attest:

Attest as to the Party of the
First Part – Principal

Party of the Second Part

Attest:

Address

Attest as to the Party of the
First Part - CNP

City, State, Zip

Social Security Number

Phone

Purpose for Use of Facility

WITNESS:

Detailed Description of Purpose
For Use of Facility

Attest as to the Party of the
Second Part

STATE OF ALABAMA
PIKE COUNTY

Pike County Board of Education facilities may not be leased for any activity in which admission is charged or donations accepted.

Revised: June 2005