

Ware Academy
7936 John Clayton Memorial Highway
Gloucester, VA 23061
804-693-3825

This Facility Usage Agreement, made and entered into this ____ day of _____, _____ (year), by and between WARE ACADEMY, herein referred to as "WARE" and _____, herein referred to as "Grantee", whose address is:

WITNESSETH:

Whereas, Ware Academy agrees to permit the Grantee the restricted use of the Ware Academy facilities set forth below and the Grantee agrees to use these facilities subject to the terms and conditions set forth in this Agreement, to wit:

Facilities: _____

Purpose: _____

For and in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Ware agrees to permit the Grantee the restricted use of Ware facilities described above for the specific purposes, dates and times approved in writing herein. These purposes, dates and times are given on the Application for Facility Usage which is attached hereto and made a part of this Agreement. **The Grantee's use of the facilities shall be limited to the approved areas so named.**
2. Ware reserves the right to be compensated by the applicant for the use of its facilities. Under such circumstances the rental fee will be determined by duration and frequency of use (see attached fee schedule) and will be clearly specified on the application form. When no compensation is required, a donation to the School would be accepted, if offered.
3. Ware shall not be held responsible for any loss, damage or injury to persons or property that may occur while the Grantee is using the facilities. Ware reserves the right to require the Grantee, at his own expense, to produce Public Liability Insurance in the name of the Grantee with at least \$1,000,000 combined single limit coverage, and to name Ware Academy, Inc. as Additional Insured. Any such insurance requirement shall be noted on the attached Application for Facility Usage and evidence of such coverage must be provided to Ware before the use of any facilities will be permitted.
4. The Grantee assumes full responsibility for payment for damage or loss to School property. At the beginning of the usage period the Grantee shall meet with a representative of Ware Academy and they shall inspect the facilities to be used. **The Grantee is required to leave the facilities in the condition in which they were found.** The Grantee and a School representative shall inspect the facilities at the conclusion of the use and any loss or damage to any School facilities or property shall be assessed at that time.
5. Arrangements for keys will be made with the Head of School. The Grantee will surrender to Ware any keys to the facilities at the conclusion of the use period. The Grantee assumes full responsibility for the safekeeping of the keys and any misappropriation of the keys and any resultant loss or damage to School property or any individuals shall be the responsibility of the Grantee. If the keys are not returned to

Ware at the conclusion of the use period at the request of Ware, the Grantee will be charged for the cost of changing the exterior door locks and keys.

6. Lighting, wiring, combustible material, decorations, scenery, animals, or other unusual objects or materials may not be brought onto School grounds without specific prior approval. Ware assumes no liability for the loss or damage to any objects, material or property brought upon School grounds by the Grantee.
7. The Grantee may not rearrange desks, cabinets, pianos, tables or other furnishings without specific prior approval. Where such approval is given, the Grantee is required to return objects to their proper place.
8. Equipment or materials belonging to Ware Academy may not be used without specific prior approval. The Grantee may not remove any School equipment or material from the School grounds without prior written approval and shall be held liable for the loss or damage to any property or material so removed. The Grantee may not use the sound system in the Kilborn Gym or the stage without prior written permission from the Head of School.
9. **No smoking is allowed in any classrooms, buildings or anywhere on campus, by State law.**
10. No food may be served on campus without prior permission of the Head of School.
11. Gambling, profanity, firearms, alcoholic beverages and illegal drugs are strictly prohibited in the School buildings and on the campus.
12. **Persons attending the functions of an outside organization must confine themselves to the approved areas.**
13. Grantee assumes all responsibility for the safety and good conduct of any minors using School facilities under this Agreement. If School facilities or grounds are being used by minors, there must be at least one responsible adult with the minors at all times. **No child may be left unattended at the conclusion of any scheduled activity and at least one adult must remain on School grounds until the last child has left the campus with his or her parents or a responsible adult.**
14. The Grantee assumes full responsibility for the actions and behavior of all persons using the School facilities under this Agreement. Grantee is expected at all times to fully cooperate with the designated School representative in assuring that order and safe conduct are maintained in the School facilities and on campus.
15. School functions must take priority. Ware reserves the right to temporarily postpone, curtail or interrupt any scheduled use of its facilities in the event of a conflict with a School function. Should a conflict arise, every effort will be made to provide the Grantee with sufficient notice of the conflict.
16. Permission to use Ware's facilities under this Agreement is strictly limited to the Grantee and his or her organization. Grantee's permitted use of these facilities is not transferable.
17. School facilities may not be used on weekdays later than 9:00 PM without specific prior approval.
18. Unless otherwise specified, this Agreement applies to the period of September 1, 2009 to June 4, 2008, and must be renewed on an annual basis.

- 19. Ware reserves the right to terminate this Agreement at any time should the Grantee, its organizational members or invitees violate the terms of this Agreement or repeatedly disregard these rules and regulations.
- 20. Any person entering this Agreement on behalf of the Grantee accepts personal and legal responsibility for all terms and conditions contained herein.
- 21. It is recommended that the applicant keep these rules and regulations on hand to refer to during any prescribed use of the School facilities.
- 22. Other: _____

Ware Academy

Date: _____

By: _____

Grantee

Date: _____

By: _____

Name of Organization: _____

**WARE ACADEMY
GENERAL RELEASE AND WAIVER
FOR USE OF SCHOOL FACILITIES**

For and in consideration of the permission that Ware Academy has given me and/or my organization: _____

for the use of School facilities listed below, the value of which is hereby acknowledged, I personally and as the authorized agent for my organization, do hereby remise, release, and forever discharge Ware Academy, its employees, administrators and Board of Trustees from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, covenants, contracts, controversies, agreements, premises, variances, trespasses, damages, judgments, claims and demands, whatsoever in law or in equity, that I or my organization ever had, now have or may have in the future arising out of my or my organization's use of the facilities. I expressly assume all risk of the use of Ware Academy facilities for myself and my organization and my organization's invitees and further agree to protect, defend and indemnify Ware Academy for and from any damages, claims or controversies which may arise as a result of my or my organization's use of the Ware Academy facilities.

Organization's Name

By: _____

Printed Name: _____

Dated: _____

Facilities/ Date of use: _____

**WARE ACADEMY
FACILITY RENTAL USAGE APPLICATION**

Name of Organization: _____

Person Making the Request: _____

Position/Title: _____

Purpose: _____

Facility Requested: _____

Days of Week/Times Requested: _____

Dates Requested: _____

Number of people expected: _____

Person making the request must take full responsibility for usage. If that person will not be on campus, a substitute must be appointed. Please indicate the full name of the individual who will be legally responsible: _____

I understand the rules and regulations governing the use of the facilities of Ware Academy by my organization and agree to fully abide by them.

Signature: _____ Date: _____

Address: _____ Phone: _____

Fee Required: _____ Amount paid with this contract: _____

Insurance Required: _____ Balance Due: _____

Company: _____ Payable: In full _____
Monthly _____
Other _____

Approved: _____ Date: _____