

**Lease Fee – Payment:** Payment in full to be paid to the school prior to the event. The school administrator may permit periodic payments by the lessee but only if the payments occur before the lessee uses the facility. The frequency of periodic payments is completely at the option of the school administrator.

**Scheduling of Use:** The Lessee will have the exclusive use of the leased portion of the School when not being used by the Board, and all arrangements regarding dates and times of use will be approved by the principal or director of the School, or their designee. The principal or director is authorized to reschedule dates and to add additional uses within the approved lease period or within ninety days after the ending date noted in Section #2 of the Lease, with compensation on the same basis as the Lease, with the written approval of the parties.

**Sublease/Assignment:** Lessee may not sublease or assign the Lease or any right hereunder.

**Improvements/Alterations:** Improvements, alterations, or changes to real property by the Lessee will not be made until complete plans of said improvements have been submitted to the Board's Real Estate Department and said plans are approved in the manner prescribed by Board rule. All expense or cost to install, operate, maintain, inspect, and remove the aforementioned improvements will be made at the Lessee's expense. Upon termination or expiration of this Lease, the School, at the option of the Superintendent of Schools or designee, may elect to retain possession of all improvements, unless other arrangements with the Lessee have been made. If the School elects to not retain possession, said improvements will be removed by the Lessee at the Lessee's expense.

**Cleanup:** The Lessee is to provide cleanup of the leased premises, and Lessee hereby covenants and agrees to keep the leased premises in good condition during the term of the Lease and any extension thereof. Lessee agrees to use and maintain the leased premises in a safe and sanitary condition. The Lessee agrees to clean the leased premises after each use, unless other arrangements have been made with the School.

**Advertising:** Any advertising or promotional material by or for the Lessee that includes the name or address of any School must also contain the statement *"The School Board of Pinellas County, Florida, is neither sponsoring, nor affiliated with this event."* This does not apply to School Based or School-Related groups, as defined by Board Policy 7511. Approval of a lease for a community Lessee does not entitle the Lessee to promotional access to the school's staff, students or parent population.

**Board/Agency Personnel:** The presence of at least one Board plant operations staff is required when the Lessee uses the interior of any School. Additional School representatives may be required for the use of inside or outside facilities, at the discretion of the principal or director. Certified law enforcement personnel may also be required by school administration. The Lessee will contract directly with a law enforcement agency that has jurisdiction over the site and provide documentation to school administration prior to the event.

**Governmental Regulations:** All federal, state, and local governmental regulations must be strictly observed. It is the responsibility of the Lessee to obtain any necessary licenses, permits or insurance, including worker's compensation, that is required per statute.

**Smoking, Alcohol, Weapons, and Firearms (concealed or otherwise):** Pursuant to Board Policy 7434, no person may use tobacco or nicotine products, including electronic cigarettes, in any Board facility, including the outside grounds. Such use shall not include use of smoking cessation products such as nicotine patches or gum. Further, alcoholic beverages are not permitted on Board property. Pursuant to Board Policy 7217, and subject to the exceptions contained therein, a person shall not possess any firearm or weapon on School Board property, whether a concealed weapon or firearm or otherwise, regardless of the person's license to carry such. The Lessee will establish and maintain procedures to convey this information to all of its participants and invitees.

**Inspection of Premises:** Lessee will inspect, and continually monitor during the course of the Lease, the premises to determine that the premises are in a safe, sanitary, and usable condition, and that the use of the School by the Lessee does not appear to be detrimental to individuals or the facility. All School facilities and equipment used by the Lessee must be returned in as good a condition as existed prior to use by the Lessee. The Lessee will provide to the Board's Real Estate Department a complete list of all rides requiring state inspection to be used on Board property and a copy of a recently completed inspection report for each such ride. The Lessee will only operate rides that meet all applicable governmental regulations.

**Payment for Damage or Loss:** The Lessee hereby agrees that in the event of loss or damage to the Board's equipment, materials, or facilities during the term of the Lease, the Lessee will, at the school's election, repair said damage, replace the damaged item with a like-kind item, if available or pay for replacement. All payment or replacement arrangements are subject to approval by the School. This lease is not approved until reviewed and executed by School District staff. Furthermore, the lease is subject to cancellation per the terms of paragraph below (see Termination of Lease). Any

advertising, promotion or other expenses incurred by the Lessee are solely at the risk of the Lessee.

**Hold Harmless:** In consideration of the use of the premises and other good and valuable consideration, the Lessee agrees to indemnify and save and hold harmless the Board, its agents, employees, and representatives, and to accept all liability arising out of any claim for damages, accident, illness, sickness, and personal injuries including death; occurring to persons or occurring to property of others during the time of rental. Lessee agrees to reimburse the Board for any expense the Board may incur in defending any such claim that may result from the Lessee's use of the facilities, including attorneys' fees, costs, and payment of any settlement or judgment. The Lessee agrees further not to incur any debts, which may be requested to be borne by the Board.

**Proof of Insurance/Required Limits of Liability:** The Lessee will furnish to the Board's Real Estate Department a Certificate of Insurance that evidences a broad form commercial general liability policy with insurance in the minimum amount of \$1,000,000 is in effect during the term of the Lease. The School Board of Pinellas County, Florida, will be named as an additional insured on the certificate and the Real Estate Department of Pinellas County Schools will be listed as certificate holder.

In lieu of the requirements of above 2 paragraphs, state, regional and local government agencies and jurisdictions may provide proof of statutory limits of insurance or self-insurance; and federal-government agencies will be subject to the Federal Tort Insurance Act.

**Termination of Lease:** The Lease will remain in effect for the dates as specified in Section #2 of this Lease unless terminated by either party as follows:

- a. Upon breach of the Lease by the Lessee, the Board will have the option to terminate the Lease without notice. If, at any time, a Board representative, for example, principal or designee, determines that the use of the premises by the Lessee may cause disruption of, or interference with, the educational process at the facility, or that the use of the premises by the Lessee may be detrimental to individuals or the facility, the Lease may be terminated without notice. The parties agree that the previous stated termination is only included to define the rights of school staff within this Lease and in no way abridges the obligation of the Lessee to properly supervise its activities. The Lessee will not have access to any school or center closed due to temporary or permanent closure due to physical condition of the facility or grounds, storm, catastrophic event, or other public emergency. Furthermore, the Superintendent or designee is authorized to reschedule or cancel the Lease if the Superintendent or designee determines that continuation of the Lease is not in the best interest of the public or the School District. When a use must be interrupted, rescheduled or cancelled by action of the Board or the School, the Lessee should contact the principal or designee to determine if a suitable alternative date is possible. A prorated refund will be made to the Lessee for any rental fee paid by the Lessee for dates, times or services cancelled by a Board representative. Any advertising, promotion or other expenses incurred by the Lessee are solely at the risk of the Lessee.
- b. Either party may terminate the Lease by giving written notice to the other party that the Lease will terminate thirty days from the receipt of said notice by the other party. The Lessee will not forfeit any deposit if notice is given to the school prior to the first use by the Lessee.

**Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building is sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**Attorney Fees:** In the event litigation is necessary to enforce any of the terms or conditions of the Lease, the prevailing party will be entitled to recover its costs and expenses, including reasonable attorneys' fees from the non-prevailing party.

**Unforeseen Questions:** Unforeseen questions will be decided by the Lessee and the principal or lead administrator of the facility being leased.

**Notices:** All written notices to the Lessee and the Board concerning the Lease will be sufficient if sent by the parties in the United States mail, postage paid, to the addresses as follows:

**For the Board:**

Real Estate Leasing Analyst, Real Estate Department  
Pinellas County Schools  
Walter Pownall Service Center  
1111S. Belcher Road

Largo, FL 33773