

North Providence Public Schools
Facility Rental Agreement

I. Parties

Renter: Name of individuals or organization renting the facility are

_____.

North Providence Public School ("District").

II. Term and Purpose

Date(s) and time(s) of rental: _____.

The purpose of using the rental area is _____.

Duration of rental (including setup and cleanup time) is _____.

The area of rental is _____ ("Rental Area").

III. Fees and Payment

1. A rental fee in the amount of _____ shall be paid within 15 days of the facility use by certified check made payable to the North Providence School Department. This payment is nonrefundable unless the District cancels the use of the facility.
2. Renter agrees to be responsible for the costs of preparing for use and returning to the pre-use condition all areas of the premises which Renter will use, including entrances and exits. Any such fee, including, but not limited to, cleaning fees, maintenance fees, supervising fees, or equipment setup fees will be included in such rental fee identified in Paragraph III.1 above.
3. Any other fees or charges such as security, police detail protection, fire coverage, equipment usage, or any other services necessary outside the scope of the District's rental shall be arranged, secured, and paid for by Renter directly to the third-party service provider.
4. Use of North Providence Public Schools facilities or fields on Sunday by any outside organization including North Providence Youth Leagues will be subject to custodian overtime fees paid for by the renter.

IV. Use of Facilities

1. The Rental Area as well as other District-designated common areas, areas of ingress and egress, and restrooms are outlined in the attached **Exhibit A**.
2. Renter represents that if Rental intends to serve food or beverages, it has obtained prior approval from the Director of Facilities (and Athletic Director if applicable) to serve food and non-alcohol beverages in the Rental Area. Additionally, if beverages are to be served at this event, Renter represents and warrants that **no alcoholic beverages** will be present in the Rental Area or any school property.
3. The Renter agrees that they will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities, including the District, while using the facilities.
4. Renter shall conduct the event in an orderly manner, in full compliance with District policies and applicable laws, regulations and rules of all governmental authorities.
5. Approved Use of Property permission is not transferable to any other individual(s) or organization(s) other than those indicated on the approved Use of Property request form. Failure to abide by this policy may result in the immediate revocation of property usage by all involved parties and may jeopardize future approval.

IV. Rules and Regulations

The District's Property Usage Policy and its accompanying Protocol are attached hereto and incorporated by reference as additional terms and conditions of this agreement. In the event of a conflict between those documents and this agreement, the terms of this agreement shall prevail. Renter assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the premises during any time such premises are under the control of, used by, or damaged by Renter, or Renter's agents, invitees, employees, or vendors or independent contractors employed by Renter.

VI. Insurance and Liability

1. Renter has provided and the District has received a copy of the Renter's certificate of insurance. Renter has obtained and shall keep in force throughout the rental duration general liability insurance policy to protect the District against property damage and any liability to the public or any invitee of Renter incidental to the use of or resulting from any accident occurring in or upon the premises with a limit of not less than \$2,000,000 for property damage, and \$1,000,000 per occurrence with a \$3,000,000 annual aggregate and \$10,000 for medical payment liability. On such insurance policy, Renter represents that it has named North Providence Public Schools as an additional insured. Such insurance shall be the primary liability insurance.

2. Renter is liable for any and all damage to District property, including, without limitation, any equipment provided by the District. Rental shall make restitution for payment within sixty (60) days of the event at which damage was caused.
3. If the Renter maintains a broader coverage or higher limits, then the minimum limit shown above shall not limit the coverage available. The District will be entitled to the coverage maintained by the Renter.
4. Failure to request evidence of insurance from the Renter shall not waive the Renter's obligation to provide coverage.

VII. Indemnification

1. Renter agrees to hold harmless, indemnify, and defend the District (including its agents, employees, and representatives) from any and all liability for damage to school property, bodily injury or death of any and all invitees, or both which may result from Renter's use of the Rental Area, its entrances and exits, and surrounding areas, for Renter's purposes, regardless of whether such injury or damage results from the negligence of the District (including District's agents, employees and representatives) or otherwise.
2. If Renters are hiring outside vendors to provide any goods or services at the event, the District may, in its sole discretion, require that such vendor(s) provide, in form and amount reasonably satisfactory to the District, an indemnification agreement. Renters shall provide a list of such vendors at least two weeks prior to the event.

VIII. Non-Assignment

Neither party may assign, delegate, or otherwise transfer any of the rights or obligations under this agreement without the prior written consent of the other party.

IX. Termination

Renter may terminate this agreement on 14 days' notice to the District. The District reserves the right to cancel any property use agreement at any time, when such cancellation is advisable and in the best interest of the District's students.

In the event the District must cancel this agreement, Renter will be entitled to any deposit paid to the District. However, in no event will the District be liable for any lost profits or incidental, indirect, special, or consequential or any other damages arising out of the Renter's inability to use the Rental Area, even if District has been advised of the possibility of such damages.

X. Miscellaneous

1. Dispute Resolution. District and Renter agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Renter and District cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
2. Integration. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.
3. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes: acts of God, war, government regulations, disasters, fire, strikes, labor disputes, civil disorder, acts and or threats of terrorism, epidemic, pandemic, quarantine, curtailment of transportation due to National or Government restrictions, civil commotion, breakdown of communication facilities, changes in laws or regulations, generalized lack of availability, or similar cause beyond the reasonable control of either party making it, illegal or impossible to hold the event or provide the facility.

IN WITNESS WHEREOF, the District and Renter have executed this instrument under seal on _____, 20____.

LESSOR: North Providence Public Schools

By: _____

Name (printed): _____

Title: Director of Facilities

Date: _____

RENTER(S):

Signature

Printed

Date

Signature

Printed

Date

* Use of District property cannot occur until a fully executed Facility Rental Agreement is provided to the District facility office in advance.