



## TERMS AND CONDITIONS OF THIS LEASE

This lease is governed by the provisions within Palm Beach County School Board Policy 7.18 and the following conditions:

1. The Lessee will keep said premises in as good condition as when received and will not use or permit any use thereof which will invalidate or increase the rate of insurance, or overload the floors, or otherwise damage the premises.
2. The Lessee's occupancy of said premises shall be at Lessee's sole risk and Lessee does hereby release and shall indemnify and save Lessor harmless from and against all loss, costs, damages and/or claims, including but not limited to, the Lessor's own negligence on account of injury to persons, or property, arising out of the presence on or the use of School Board property by the Lessee, its agents, members or guests.
3. The Lessee hereby warrants that said Lessee does not and will not discriminate against any person on the basis of race, religion, national origin, age or sex unless specifically exempted from compliance herewith by Federal law or Federal regulation.
4. The Lessee shall comply with and be bound by the following terms and conditions:
  - a. No acts shall be allowed in which open flames are used.
  - b. No fireworks or explosives of any nature shall be permitted in or about said facilities.
  - c. No intoxicating beverages of any kind or description shall be kept, used or consumed on the premises.
  - d. No smoking shall be allowed or permitted inside the buildings.
  - e. Foods may be sold or served on campus only if prepared in the school kitchen under the supervision of the school cafeteria personnel or if prepared in commercial conditions approved by the health department.
  - f. There shall be proper supervision for the accommodation and control of patrons attending any performance or activity.
  - g. No more than seating capacity of the auditorium or gymnasium shall be permitted at any time.
  - h. No use of the facility(ies) shall be made contrary to the laws of the State of Florida, or contrary to any ordinance, rules or regulations of any proper government agency having the right to make same.
  - i. The lessee must provide proof of the required amount insurance required by the Lessor's Office of Risk Management. Failure to provide this proof of insurance shall dissolve any obligations of the lessor under this lease.
  - j. Any other requirements or policies as stipulated by the Superintendent.
5. The Lessee has examined and knows the condition of said premises and has received the same in good order and repair, and that no representations as to the condition or repair thereof have been made by Lessor or the agent of Lessor prior to the execution of this Lease, that are not herein expressed or endorsed hereon.
6. No lessee may sublease to a third party without the approval of the Superintendent of Schools or designee (lessor).
7. Rental fees are to be paid at least twenty-four (24) hours before the use of a facility. Failure to pay this fee in timely fashion shall result in termination of this lease without written notice. A school may receive an in-kind contribution which reasonably reflects the value of the fee under the rate schedule. A principal must state the value of this in-kind contribution in the prequalification request. Lessee shall and will pay and discharge all costs, expenses and attorney's fees that shall arise from enforcing the covenants of this lease by the Lessor, or the rights of the Lessor in the premises.
8. The waiver by Lessor of any breach of any term covenant, or condition shall not be deemed to be a waiver of such term, covenant or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained.
9. The Lessee agrees to identify to the lessor disabled participants/audience members at prequalification but no later than 14 days prior to the rental date. Either the Lessee, or disabled individual, or their designee, will arrange to visit the site and meet with a school administrator no later than 7 days prior to the rental date. At that time, the Lessee or the disabled individual or their designee will identify any accessibility issues that would interfere with the full use and enjoyment of the planned activity. If an accessibility issue is identified, the Lessor retains the right to offer an alternate facility, if available, rather than modifying the original facility. However, nothing herein shall require the Lessor to make such improvements and the Lessee agrees to accept the demised premises in its "as is" condition. Failure of the disabled individual or Lessee or its designee to identify accessibility issues or to meet the time constraints herein, signifies that the facility's accessibility is considered to be adequate by the Lessee, the disabled individual and/or its designee. The Lessee agrees to indemnify and hold Lessor harmless from any and all matters resulting from its use of the demised premises as it relates to the American with Disabilities Act of 1990 and the ADA Amendments Act of 2008, including any accommodation arising from the use herein.
10. The Superintendent (lessor) or designee may cancel a pre-qualification and lease upon twenty-four (24) hours written notice to the lessee.