

FAIRFAX COUNTY PUBLIC SCHOOLS  
RELIGIOUS/CULTURAL LONG-TERM USE AGREEMENT

**I. Purpose**

This Agreement for use of \_\_\_\_\_ (the "Facility") between the religious/cultural organization known as \_\_\_\_\_ ("the "Organization"), \_\_\_\_\_ and the Department of Facilities and Transportation Service of the Fairfax County Public Schools (FCPS) establishes the administrative procedures for a long-term use agreement of specified rooms within said Facility. Through this Agreement, the Organization will utilize the Facility for the sole purpose of religious/cultural programs during the days and times indicated.

**II. The Department of Facilities and Transportation Services, Community Use Section agrees to:**

- A. Accept general administrative and oversight responsibility for "Religious/Cultural Long-Term Agreements" including issuance of new agreements, updates to insurance and organization contact requirements, and general inquiries.
- B. Provide electronic monthly invoicing to the contacts specified to act on the behalf of the Organization. Rental, personnel and special fees will be assessed per Notice 8420, Community Use of Facilities Fee Schedule and Other Information. Credits/refunds will be handled as determined to be necessary, and in the sole reasonable discretion of FCPS.

**III. Organization agrees that:**

- A. The individual who signs this Agreement will be held liable for provisions of this Agreement.
- B. The person who signs a contract on behalf of the Organization will be held financially liable for the contract provisions in the event the organization does not pay FCPS in full.
- C. Notify FCPS of any changes to the name or contact information or title of the Organization or the Organization's authorized representative within one week of the effective date of change.
- D. The Organization will accept responsibility for the care and maintenance of school facilities and agree to the conditions of use in accordance with current version of FCPS Regulation 8420, Community Use of School Facilities. Organization will obey public laws and School Board policy when using school property, including the Facility.
- E. A letter from the Internal Revenue Service indicating a 501c3 nonprofit status has been provided to FCPS. This is not your tax-exempt identification letter. If a 501c3 is not available by religious organization, an affidavit may be obtained from the Community Use Section along with further instructions on additional information necessary concerning proof of non-profit status.
- F. Community Users may be required to furnish proof of liability insurance coverage with minimum policy limits of \$1,000,000 for all activities involving participation in excess of 50 persons, or when, at the discretion of the Community Use Section, liability insurance is required by the nature of the activity. When such proof of liability insurance is required, a certificate of insurance shall be required prior to approval of the community use request and shall name Fairfax County School Board as an additional insured on such policy and show the central office address of: 8115 Gatehouse Road, Suite 3200, Fall Church, VA 22042. A hard

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copy of the certificate shall be provided by the Organization's insurance broker or agent and sent, faxed (571) 423-2347, or mailed to the Community Use Section. Organization is required to provide an updated insurance certificate prior to its expiration.

In addition, Organization shall indemnify and hold harmless the Fairfax County School Board, its members, officers and employees (collectively, the "Indemnities") from and against any and all liabilities, damages, costs and expenses (including attorneys' fees) arising out of Organization's use of FCPS facilities. In no event shall the Indemnities be liable to Organization or any third party for any indirect, incidental, special, punitive, or consequential damages resulting from any action on the part of FCPS.

- G. Storage space is not available at the Facility including leaving vehicles or trailers in any parking lot other than the time during which the Organization has use of the Facility. Each Organization must remove all personal belongings upon departure of each use.
- H. Elementary school classroom space is not available for use. Hallways, laboratories or other spaces housing special equipment or facilities are not available for use.
- I. The posting of temporary signs on school property is limited to the period of use, and any such signs must be removed after each use. Sign shall not exceed 16 square feet in area. If freestanding, no such sign shall exceed six (6) feet in height or be located closer than five (5) feet to a street line.
- J. No tobacco products, no use of smoking devices (to include nicotine vapor products, alternative nicotine products, electronic cigarettes and Hookah pens), no alcoholic beverages, and no illegal drugs are permitted in buildings or on school grounds.
- K. No use of candles or incense is permitted in buildings.
- L. Food and drinks are permitted only in the cafeteria. If evidence of food and drink is found in other rooms, use of these rooms may be cancelled.
- M. Children must be supervised by an adult 18 years or older at all times (one adult per 25 or less).
- N. Organizations have the option to do their own setup, takedown, and cleanup of all areas used, to include trash removal. If cleanup does not meet school standards, cleanup charges will be assessed. The school custodial staff will clean bathrooms.
- O. Organizations entering into a long-term agreement with FCPS will be permitted use on Christmas Eve, only if FCPS can secure a custodian to work that evening. The Christmas Eve service must be concluded in order for the custodian to leave the building by 7 p.m. (All cleanup and take down must be done so the last person leaves by 6:30 p.m.) **Use on New Year's Eve is not permitted.** No use will be permitted on any other FCPS 12-month employee holiday.
- P. FCPS employees working to support community use shall be paid for hours worked through the Time and Attendance Process and may not accept payment from the Organization. FCPS employees shall not be requested or permitted to volunteer their services.

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**IV. Term of Agreement:**

- A. This Agreement is effective as of \_\_\_\_\_, and shall continue until either the Organization or FCPS provides written notice of termination to the other party at its address of record in accordance with Section IV.G. of this agreement. Such termination shall not preclude FCPS from collecting for amounts due under this Agreement as of the date of termination.
  
- B. The Organization's requirements for use of the specific portions of the Facility should not be changed each week. Arrangements for additional space or for a change to the monthly requirements must be submitted to the school administration and to the Community Use Section in writing. These requests are to be submitted so that they are received by FCPS not later than the 15<sup>th</sup> of the prior month, in order for invoicing and other arrangements to be completed correctly. All other request that are not during the times of this contract must be submitted through the FCPS online *CommunityUse* scheduling system at <http://www.fcps.edu/fts/comuse/> for approval.
  
- C. The Organization agrees and understands that its program may be moved to another area of the school, or could be canceled due to FCPS activities and programs.
  
- D. FCPS has several ways to alert the community when the Facility is closed due to inclement weather. 1) Listen to your local television and radio stations; 2) FCPS Cox Cable Channel 21; 3) FCPS website at [www.fcps.edu](http://www.fcps.edu) and refer to the Emergency Announcement bulletin; 4) FCPS mobile app for use on Android devices, iPhones and tablets; 5) social media including Twitter and Facebook. FCPS highly recommends that your Organization register under the FCPS "Keep in Touch" program to receive school closing announcements via email.
  
- E. Invoices will be emailed on or about the 15<sup>th</sup> of the month prior to the month of usage. Payment is due to the Community Use Section prior to the first day of each month of use, as indicated on the invoice. Checks should be made payable to Fairfax County Public Schools and mailed to the address indicated on the invoice.

Upon accepting the terms of agreement for use of FCPS facilities, the Organization acknowledges and agrees that a late fee of 10% will apply to any past due amount. The Community Use Section will generate a revised invoice reflecting the late fee on any past due invoices. The Organization shall not have access to the Facility unless full payment (including the late fee, if any) has been received by FCPS.

In the event an Organization's check is refused for insufficient funds, FCPS may in its sole discretion (i) deny the use of the facility; or (ii) permit Organization to hand-deliver all amounts due (including an insufficient funds fee of \$50) to FCPS Community Use Section in cash, money order, or cashier's check. In the event FCPS proceeds to collect any past due amount, Organization shall be responsible to pay the full costs of such collection, including attorney's fees, whether or not litigation is filed.

- F. This Agreement is subject to fee changes upon FCPS publication of Notice 8420, Community Use Fee Schedules and Other Information. Fees are normally revised by FCPS, effective July 1 of each year.

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- G. The Organization shall have the right to terminate this Agreement for any reason by providing the Community Use Section with written termination notice at least 10 business days prior to the effective date of such termination. FCPS shall have the right to terminate this Agreement upon 10 business day's prior written notice to the Organization in the event that the Organization breaches a material provision of this Agreement or in the event such termination is deemed by FCPS to be necessary in order to maintain the efficiency of the Fairfax County Public Schools. In the event of termination, any adjustment for further payment or refund, as the case may be, shall be made within 30 days after written notice. Termination of this Agreement shall not relieve the Organization from its responsibility to pay any amounts due in connection with its usage of the Facilities.
  
- H. The Organization shall not assign this Agreement, in whole or in part, without the advance written consent of FCPS.

FCPS

By: \_\_\_\_\_  
Coordinator, Community Use of Facilities or Designee  
FCPS Department of Facilities and Transportation Services

Date \_\_\_\_\_

ORGANIZATION

By: \_\_\_\_\_  
Officer or Designee  
«Organization»

Date \_\_\_\_\_