



<b>Rental Fee to be Charged to Applicant:</b>	
<b>Amount of Fee Collected:</b>	<b>Date Fee Collected:</b>
<b>Certificate of Insurance Received and Attached:</b> ____ Yes ____ No	<b>Coverage Dates for Certificate of Insurance:</b>

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, the CATAWBA COUNTY BOARD OF EDUCATION (hereinafter "CCBOE") agrees to lease to the APPLICANT named herein, for the purpose set forth herein, the facilities and equipment specified herein at the rates and on the dates and during the times specified herein.

The Applicant named herein shall pay to CCBOE the rental fees set forth herein as follows:

- a. Simultaneously with the execution of this Agreement, the Applicant shall pay in full all fees set forth herein. In the event the Applicant cancels the event prior to the date and time of the event, fifty percent (50%) of the fees set forth herein shall be non-refundable and shall be forfeited to CCBOE.
- b. In the event Applicant actually uses facilities and equipment not reserved or specified herein or additional fees are actually required for cleanup or security or supervision, Applicant shall pay fees to CCBOE for the actual use of these facilities and equipment and services at the rates specified herein. These rental fees shall be paid within ten (10) days after the same are actually used.

The Applicant shall procure and maintain throughout the period and times during which the facilities and equipment are leased, a general and public liability insurance policy in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate and property damage insurance in the amount of \$500,000.

Simultaneously with the execution of this Agreement, the Applicant shall provide to CCBOE a certificate of liability insurance verifying that for the period covering the dates and times of the activity specified herein, the individual, organization or entity has said general and public liability insurance coverage in effect. The certificate of liability insurance shall also name Catawba County Board of Education as the Certificate Holder.

The Applicant acknowledges and agrees that Applicant has reviewed and understand all terms, provisions, rules and regulations set forth in CCBOE policy #9.230 and the Administrative Procedure for Use of Maiden High School Auditorium and Other Facilities and Equipment, and further, Applicant shall and does hereby agree to ensure that all persons in attendance at the event shall comply with and abide by the directions of the Site Supervisor, all of the terms, provisions, rules and regulations set forth in CCBOE policy #0.230 and the Administrative Procedures for Use of Maiden High School Auditorium and Other Facilities and Equipment, as well as, all federal and North Carolina laws. The terms and provisions of CCBOE policy #9.230 and the Administrative Procedure for Use of Maiden High School Auditorium and Other Facilities and Equipment are incorporated herein by reference as if fully set forth herein.

Applicant shall and does hereby agree to indemnify, pay, save and hold CCBOE harmless against any and all losses, claims, damage or liability, joint or several, including CCBOE's attorneys fees in defense therefore, for which CCBOE may be or become liable as a result of negligence, accidents, damages or injury occasioned by or resulting from negligence, accidents, damages or injury to or on the leased premises which occur during the period and times during which the facilities and equipment are leased by the Applicant.

In the event CCBOE cancels and /or terminates this Agreement or event, Applicant shall and does hereby release, discharge and forever hold CCBOE harmless and waives any damages thereto except for the refund of fees paid by Applicant.

CCBOE and its agents, successors and assigns, shall have the right at all times during the term of this Agreement to enter upon and inspect the leased premises.

\_\_\_\_\_  
Signature of MHS Auditorium Coordinator/MHS Principal/  
Superintendent or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant or Person Authorized to Act for and Accept  
Responsibility Applicant

\_\_\_\_\_  
Date