



Hart County

Charter System

Recreational Joint-Use Agreement

Whereas, the Hart County Board of Education (herein referenced as the Lessor) owns the following described facility:

Whereas, the undersigned Lessee has made application to the Lessor for the use of the above referenced facility, and

Whereas, the Lessor has approved said application;

Now therefore, for and in consideration of the fees approved and paid pursuant to said application which is incorporated herein by reference to same, the parties agree as follows:

1. The dates and times of the use of the facility are as set forth in the attached "Facility Use Application" (herein referred to as "the Application") and are incorporated herein by reference.
2. The Lessee, as a private entity, is authorized access to the above referenced facility for the purposes of conducting or engaging in recreational, physical or performing arts activities as set forth in the Application.
3. The particular terms of the transaction such as the amount of rent, time constraints, and other terms as set forth in the Application are incorporated herein by reference.
4. The Lessee shall assume all liability for all occurrences and activities that may occur during the use of the facility and during the time of the authorized access as stated in the Application or any extension thereof regardless of how such extension may have occurred. In this respect, the Lessee shall forever hold the Lessor and any and all agents and employees of the Lessor harmless for all such liability that may be associated with the use of and the authorized access to the facility. Lessee further agrees to indemnify lessor and all employees and agents of the Lessor for any and all expenses, costs, damages, or other monetary amounts incurred as a result of any act or omission of the Lessee or any occurrence happening during the authorized access to or use of the facility.
5. The Lessor acting through its authorized agents may, at any time, revoke this agreement.
6. The Lessee shall maintain and deliver unto the Lessor proof of liability insurance with coverage of at least one million dollars (\$1,000,000.00) applicable to the use of the facility and effective for the duration of the access herein granted and any extension thereof.
7. This agreement shall be governed by Georgia Law and, in particular, by the provisions and immunities stated and provided by O.C.G.A. Sec. 51-1.52.

So agreed this the _____ day of _____, 20_____.

Signature of Lessee: _____

Signature of Lessor: _____