

Two Year Facility Use Agreement  
Between Brevard College  
and  
Transylvania County Schools  
For The School Year Beginning 2011-2012

THIS AGREEMENT, made the \_\_\_ day of \_\_\_\_\_, 2011, is made by and between the Transylvania County Schools Board of Education (the "Board") and Brevard College (the "College"), for the purpose of allowing the College to host football games at the Brevard High School stadium and stadium facilities.

This Agreement is made in compliance with N.C.G.S. Sec. 115C-524 and Board Policy KG-R; however, the fee schedule set out in Policy KG-R will not be used.

**Purpose of use:** To procure a facility for the Brevard College football team to play home football games

**School:** Brevard High School

**Facility:** Stadium, press box, concession areas, restrooms, dressing rooms, parking areas, and other areas mutually agreed upon by the Parties. No areas inside of the main building at Brevard High School may be used by the College unless it first receives permission from the Board's Superintendent.

**Dates and times:** To be determined based on Home Game schedule. All regular season games per season, any play-off games, plus one Spring game. (Use of the field will be approximately from 8:00 a.m. to 6:00 p.m. for day games and 12:00 p.m. to 11:00 p.m. for night games. Any additional use of the field will be discussed if the need arises.)

**Term:** This Agreement shall be for a term of two years, beginning with the 2010-2011 college football season and ending with the 2012-2013 football season. With mutual agreement, the Parties shall have the option to renew this contract for an additional period of two years.

**Anticipated spectators at each College home game:** Approximately 2,500

**Contact person for Brevard College:**

Brevard College Athletic Director  
One Brevard College Drive  
Brevard, NC 28712  
Phone: 828/883-8292

**Contact person for the Transylvania County Schools:**

Brevard High School Athletic Director  
Brevard High School  
747 Country Club Road  
Brevard, NC 28712  
Phone: 828/884-4103 and 885-7343

**In consideration of the premises and mutual covenants contained herein the parties hereby agree to the following terms and conditions:**

**1. Game field** – Brevard College will assist in the cost of field maintenance as part of the rental fee structure outlined under Schedule of Payment.

- a. Re-sodding or planting Bermuda grass on all of the field or portions of the field anytime during the season if the field is destroyed as the result of a Brevard College football game
- b. Mowing of the field.
- a. Field preparation (painting of the field).
- d. Upon request by the Brevard High School Athletic Director, assistance will be given by Brevard College in reference to the expertise of grass and field management and materials to maintain good and proper field condition if the College has such an expert on staff.

**2. Marking of the field** – Brevard High School (BHS) personnel would be responsible for marking the field for each game. Allowable colors are royal blue (as designated ‘royal’ or ‘Blue Devil’ blue by Brevard High School, and white. (This cost, materials and labor, will be included in the rental fee.)

**3. Goalposts** – The College will replace or repair goalposts damaged by spectators, players or employees of Brevard College. The goalposts will remain at Brevard High School Stadium upon the expiration or termination of this Agreement. BHS staff will be responsible for adjusting college posts in preparation of collegiate play.

**4. Security** – Brevard College will provide adequate security to prevent damage to the facility and maintain the safety of players and anticipated spectators at each College home game. Proper traffic control and parking lot supervision is a part of the security requirement. (**Not** included in the rental fee.)

**5. Clean-up** – Following a game, Brevard College would be responsible for pick up and removal of any debris or trash which occurred as a result of the event in the stadium, parking areas, rest rooms, press box and grounds. If the facility and grounds are not cleaned by the end of the following day, Brevard College will be billed for the expense (\$400). (It is recommended that Brevard College use the same individual who contracts with Brevard High School for grounds clean-up. (**Not** included in the rental fee.)) In the case of charges for the facilities or grounds not being adequately cleaned, the Brevard High Athletic Director will notify the college within three days of the event.

**6. Concession stand use** – Brevard College will be providing concessions at their home games through their own vendors at their own expense. The College, through the operation of concessions, will not cause the Board to violate any agreements it may have with food and beverage distributors. The College will not sell tobacco or alcoholic beverages on the Board’s property.

**7. Clean locker rooms** – (Included in the rental fee)

- Brevard High School and the Board will provide paper products in the locker rooms.
- The Brevard High School custodial staff will clean the indoor facilities, including locker rooms after the game and prior to any other school function.

- An additional cost of \$400 (not included in the rental fee) may be charged if the locker rooms are excessively dirty or in disrepair due to weather related conditions and/or destructive acts of the team members.
- Custodial hours will be paid at a time and half rate based on his normal wages for documented time worked to clean the facility (included in the rental fee).

**8. Press box, public address system, clock and ticket booths** – Will be available to approved personnel.

**9. Storage area** – Brevard College will be provided access to a storage area during the competition season if one is available.

**10. Phone line for broadcast will have to be arranged by the visiting team at their expense.**

**11. Keys** – Appropriate key(s) will be provided to gain access to the areas mentioned in this agreement or access will be provided by the site supervisor.

**12. Facility site supervisor** – Transylvania County Schools will require a site supervisor for the time of use. The site supervisor is paid at a time and half rate based on his normal wages for documented time worked. (This cost will be included in the rental fee.) The site supervisor must be approved by Transylvania County Schools.

**13. Other expenses** – Other expenses included in the rental fee are electricity, field lights, water, and restroom supplies. (This cost will be included in the rental fee.) .

**14. Game cancellation notification-** The Brevard High School Athletic Director will attempt in good faith to notify the Brevard College Athletic Director by Monday evening at 6:00 PM of the same week, if possible and per weather prediction models, concerning a cancellation of any football game due to predicted or actual weather conditions resulting in poor field conditions.

Scheduling conflicts will be resolved through discussions, recognizing mutual contractual agreements need to be taken into consideration.

**Restrictions:**

- **Alcoholic beverages and tobacco products** are not permitted on Transylvania County School Board property.

**Miscellaneous Terms and Conditions:**

1. Brevard College hereby indemnifies, holds harmless, and releases the Transylvania County Board of Education, its employees, volunteers, students and schools from any and all damages or harm to person or property that may arise out of the College's use of the facility or equipment or the use of the facility or equipment by the College's players, students, spectators, invitees, guests and volunteers.
2. The Transylvania County Board of Education hereby indemnifies, holds harmless, and releases Brevard College, its employees, volunteers, students, and Board of Trustees from any and all damages or harm to person or property that may arise from , or in any way connected with the acts, errors, omissions for any injury, illness, or death of any person occurring in, on, or about the rented facilities at Brevard High School as outlined in this agreement, provided such loss was caused directly and solely by the negligent acts or omissions of the Transylvania County Board of Education .

3. Brevard College will leave the facility clean and in good order (as found) at the completion of use. A clean-up fee may be charged if the facility is not left clean and in good order as judged by the Brevard High Athletic Director or Principal. Brevard College will be notified within three days of the event.
4. Brevard College is responsible for and agrees to pay for damages done by Brevard College employees, students, players, volunteers, and spectators to the property of Transylvania County Board of Education, as rented and identified within this document, excluding ordinary wear and tear.
5. Brevard College agrees to pay the Board the amount listed in the schedule below expenses and services (NOT including additional fees as noted in the Schedule at end).
6. Brevard College and Transylvania County Board of Education agrees to and will comply with the above conditions set forth in this agreement.
7. The College will furnish and maintain a Certificate of Insurance for general liability coverage with a minimum coverage of \$1,000,000 for each claim made.
8. The Agreement may be mutually dissolved by either party, without cause, with a six-month advance written notice. Either party may terminate this Agreement upon the breach of any of the terms or conditions contained herein by the other party. Prior to termination, the terminating party shall provide notice of the breach to the other party and shall provide the other party thirty (30) days to correct the breach. If the breaching party fails to correct the breach within the allotted time period, this Agreement may be terminated. Upon termination, by either party, the College shall pay to the Board any fees then due under this Agreement.

**Schedule of Payment:**

A. Commitment to yearly schedule, with all games played at Brevard High, will include all regular season games (as needed), playoff games involving Brevard College (as needed), and one (1) Spring Game each year at no charge to be included as part of total payments of \$16,000 per year.

a. Total Payment per year: **\$16,000**

B. \$3200 per regular season or play-off game, which includes:

- o \$600 for field maintenance and repair costs
- o \$100 per game for mowing
- o \$500 per game for painting, setup, electricity, lights, restrooms, water
- o \$400 per game for custodial
- o \$500 per game for expenses, services, and site management/supervision
- o \$1100 per game for field and facility use

▪ Note: All included within total fees with b below.

b. Total Payment per year: **\$16,000**

If the Parties agree to extend this contract for two years, the Board reserves the right to increase any of these fees by an amount not to exceed 10%.

This Total payment does not include the following additional fees, which may be assessed as set forth above:

C) \$400 (Additional) custodial and cleaning costs as needed per game for facilities left in purposeful disarray or damaged.

_____ <b>Superintendent/Designee Transylvania County Schools Board of Education</b>	_____ <b>Date</b>
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_____ <b>President/Officer of the College Brevard College</b>	_____ <b>Date</b>
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