



13. No Animals. Other than service animals, LESSEE shall not bring or allow onto the premises any animal of any kind for any reason.
14. No assignment or subletting of any interests under this agreement, without prior written permission of the Principal/ Administrator and Board of Directors which they may withhold for any reason.
15. Time of Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

#### Rent

The requesting organization or individual (herein referred to as the lessee) agrees to pay RHPCS any rent assessed at least 10 days in advance. Fifty percent (50%) of the rental fee with a minimum of \$100 will be paid to RHPCS when the Facilities Use Agreement is signed, with the exception of activities which are one day or less. The remainder of the rental fee shall be paid halfway through the time period of the agreement, or in thirty days, whichever is sooner. In addition, a cleaning deposit of \$200 shall be paid at signing, half of which is refundable if cleaning conditions are met. For one day or shorter rentals, the entire total of fees including a \$50 cleaning deposit shall be paid in full at time of signing the agreement, and half of that cleaning deposit may be refunded if terms of agreement are met. If the conditions of the agreement are not met, the deposits will not be refunded. The renter may waive inspection rights, but in the event the building, or any portion thereof, or any fixtures or equipment located on the premises are damaged, sold, taken or destroyed as a result of the use of the building, the approved individual or organization shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises and will at his/her own expense repair and/or replace all such damaged or destroyed property. The amount of damages and acceptable method of restoration shall be determined by the Principal/Administrator and the RHPCS Board of Directors. Any returned check fees assessed by the bank, plus \$15 processing fees charged by RHPCS per occasion will be the responsibility of the lessee. Lessee will not occupy the premises beyond the above mentioned time or an additional charge between \$20-\$40 per hour for each hour over authorized time per this agreement will be assessed, which amount shall be determined by the administrator. All fees including those assessed by other entities such as returned check fees have the same late payment requirement of five days or turnover of key mentioned above. Upon termination of agreement, any keys in possession of LESSEE shall be immediately returned to the RHPCS Administrator.

#### Late Payment Fees

Lessee agrees to pay \$10/day for every day past the payment due date, for every occurrence in which payment is late. After five days past due, the tenant will be required to turn in the key to the facility until payment is made.

#### Indemnification

The lessee, by signature below, hereby guarantees that the (lessee) shall indemnify, defend and hold harmless the District and any of its employees or agents from any liability, expenses, costs (including attorney's fees), damages and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the organization or

Additional Obligations:

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Signatures:

Representative of Requesting Organization:	_____	Date:	_____
Administrator:	_____	Date:	_____
Kitchen/Lab Supervisor	_____	Date:	_____
Board Chair	_____	Date:	_____
Athletic Director	_____	Date:	_____

Procedure History

Adopted on: 9/13/2012

Revised and Adopted on: