

LOUDOUN COUNTY PUBLIC SCHOOLS - Community Use

"Terms and Conditions"

Effective: July 14, 2021

In accordance with Loudoun County Public Schools (LCPS) [Policy 6310 - Facility Use](#) and [Regulation 6310 – Facility Use](#), LCPS facilities are designed and constructed to support the educational programs of the school division. When not being used for instructional purposes, extra-curricular activities, non-curricular student clubs and/or athletic events, LCPS facilities are available for limited use by other organizations and individuals as outlined in the policy and its regulation.

Organizations declared non-profit (non-commercial) must submit written confirmation declaring status as an IRS 501 non-profit. Other non-profit/not for-profit organizations for whom the status does not qualify under IRS Section 501, must submit an affidavit, written on the organization letterhead, stating the organization is organized not-for-profit, dated, signed by the organization's official representative and notarized. Commercial organizations must provide a copy of IRS documentation on which the Employer Identification Number (EIN) appears or confirmation of sole proprietorship.

In requesting use of LCPS facilities, the organization's representative, as the "Undersigned," is certifying they are an authorized representative of the organization, they have read and are familiar with the LCPS facility use rules and regulations, and that the organization is subject to enforcement of such rules, regulations, fees and statutes relative to the use of LCPS buildings and grounds. The Undersigned certifies the organization accepts the full responsibility for any and all damages to LCPS property caused by the organization and will be responsible for the prompt settlement of claims for such damage.

Custodial staffing requirements, for the number of custodial staff and hours worked, for each space utilized, will be determined by the school administration where the use is approved in order to meet the LCPS requirement for cleaning and sanitizing. Fees for such additional custodial staff will be at the expense of the organization approved for use of the facility and invoiced accordingly. A minimum of two (2) hours will be charged for custodial services fees. If any organization cannot adhere to the above requirements, it must not conduct an event within LCPS facilities or grounds.

If the school or facility administration is not notified, via e-mail, and has confirmed receipt of such e-mail notification, of a change or cancellation of an approved event, not less than three (3) business days before the date of the event, the organization will be responsible for payment of all facility use fees even if the building or grounds were not used.

Announcements of delayed opening and/or early closing and/or closing of schools at LCPS are posted on the LCPS website at lcps.org. It is the organization's responsibility to monitor the website for such information. Organizations will not be contacted to advise of a change in the operating status of LCPS.

The organization will not be charged for use of a facility if LCPS is delayed in opening, closing early or closed due to an emergency, be it weather, or other unforeseen circumstance, and such action by LCPS results in a time change to or a cancellation of the scheduled event. Refunds will be issued for invoices paid for delayed opening, early closing or closing resulting in a change to the time or cancellation of an event, as declared by LCPS. The organization is responsible to notify event participants of an event change or cancellation.

The organization scheduling the use of the facility bears all risk and/or liability if LCPS cancels an approved use for any reason. The organization shall defend and hold harmless LCPS from any and all claims, loss, damage, and liability related to an LCPS cancellation.

INDEMNIFICATION AGREEMENT: Unless the organization is a town, county, state or federal agency, the organization shall defend, hold harmless and indemnify LCPS for the organization's use of LCPS facilities (buildings and/or grounds) and for any and all claims, causes of actions, demands, suits or actions at law and in equity for any loss or damage to property or injury or illness to any person suffered or received relative to the organization's use of LCPS property.

In the event of any claim being asserted, LCPS agrees to provide the "Undersigned," as the authorized representative of the organization, written notice thereof as soon as is reasonably practical after such claim is asserted.