

Title: Jonah Raine Music Video @ FVHS 2/27/21
User Group: Jonah Raine Thomas
CSUID#: 4017
School Site: Fuquay-Varina High @ Willow Spring High Facility
Expected: 20 Adults, 0 Children
Notes: Group access 12p-4p.

Activities sponsored by Jonah Raine Thomas are non-school activities as defined by General Statute 115C-524(b), and this invoice/contract is subject to such statute, which states in part, "No liability shall attach to any board of education, individually or collectively, for personal injury suffered by reason of the use of such school property pursuant to such agreements." Lessee agrees to strictly comply with all applicable federal and state laws and further acknowledges and agrees that the Wake County Public School System can terminate the agreement in its sole discretion if the school system determines that laws are violated.

When your group is on WCPSS property, you must have a signed copy of the official confirmation with you (available online). Should there be **problems with heating/air conditioning/plumbing**, please call Maintenance & Operations Customer Service (919) 856-8120. If calling on weekends, holidays or after 3:30pm on weekdays, please press "0" for a live person at the Tower. You will need to tell the Tower: your name, the school name, the problem; the Tower will contact AFM (Area Facility Maintenance) and/or staff-on-call, regarding the concern.

Reservation Details

Reservation Total: \$455.00

Spaces

Total Spaces: \$270.00

Classroom(1105) from 11:30am to 4:30pm, 1 days, 5 hours @ \$30.00/h

2-27-2021 (Sat)

Classroom(1106) from 12:00pm to 4:00pm, 1 days, 4 hours @ \$30.00/h

2-27-2021 (Sat)

Equipment

Total Equipment: \$15.00

Electrical Outlet, Inside (1-5) from 11:30am to 4:30pm, 1 days @ \$15.00/d

2-27-2021 (Sat)

Personnel

Total Personnel: \$100.00

School Custodian from 11:30am to 4:30pm, 1 days, 5 hours @ \$20.00/h

2-27-2021 (Sat)

Other Charges

Total Other Charges: \$70.00

Operations Cost: 1 days @ \$35.00/d

2-27-2021 (Sat)

Application Fee: \$35.00



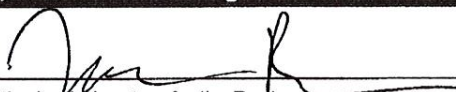
COMMUNITY USE OF SCHOOL FACILITIES AGREEMENT (FORM 2900-K)

This Short-term Use Agreement ("the Agreement") is made and entered into by and between Wake County Public School System ("WCPSS") and Jonah Raine Thomas ("the Renter").

1. Page 1 of this document, in addition to the following terms, constitutes the terms of the Agreement ("the Terms").
2. For the purposes of the Agreement, guidelines set forth in Form 2900G ("the Guidelines") and policies set forth in WCPSS Board Policy 5030 and 5030 R&P ("Board Policy") shall be considered addendums to the Terms (available on www.wcpss.net).
3. **The Renter is authorized to use Board property only to the extent permitted by North Carolina General Statute 115C-524. No liability shall attach to the WCPSS Board of Education, individually or collectively, for any injury suffered by reason of the use of such school property pursuant to this Agreement. The Renter shall hold harmless, indemnify, and defend WCPSS from and against any claims arising out of the Renter's use of the property.**
4. The Renter agrees to maintain a Certificate of Insurance with general liability coverage of \$1,000,000 and medical coverage of \$5,000 in the name of Wake County Board of Education and name the aforementioned as "Additional Insured" for the term of this Agreement.
5. The Renter agrees to use only that portion of the school's building or property, which is set forth in the Terms, and to only utilize the halls and entrances necessary for access and egress to the rented Facility. Access to any other school building or property or portion thereof is strictly prohibited and will be considered a breach of this Agreement.
6. Wake County Public School System will not accept any transfer of liability for taxes due on admissions that the lessee has failed to charge and remit to the State of NC or other taxing jurisdictions.
All users of facilities are solely responsible for collecting and remitting any and all applicable sales and use taxes to the North Carolina Department of Revenue. The Wake County Public School System assumes no obligation or responsibility for said taxes.
7. The use of school phones and other equipment is not permitted except as described by the Terms.
8. WCPSS will schedule the activation of air conditioning and/or heating for the spaces listed in the terms of this Agreement. However, WCPSS does not guarantee air conditioning or heating. There is no guaranteed refund due to their failure.
9. Construction, renovations, or emergency maintenance at the school facility may alter or terminate this Agreement.
10. If the school system is closed due to inclement weather, the school may not be available for use. The Renter shall be responsible for contacting the school or Community Schools for contingency information. Inclement weather may alter or terminate this Agreement.
11. In case of a breach, alteration, or termination of the Agreement by WCPSS for any cause, the liability of WCPSS to the Renter shall be limited to the refund of any payments already made by the Renter against expected use under the Terms of the Agreement at the time of breach, alteration, or termination.
12. The Renter may not rent, sublet, or allow others to rent or sublet the use of WCPSS facilities.
13. The Renter may not assign, encumber, or otherwise transfer this Agreement or any right or interest in this Agreement.
14. The Renter understands that written revision requests must be received in and approved by, the Community Schools office fifteen (15) business days prior to the invoice beginning date to receive a credit. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless it is in writing and approved by the school and Community Schools.
15. Written Cancellation notice from the Renter, which cancels the entire invoice, must be received in the Community Schools office fifteen (15) business days prior to the invoice beginning date to cancel the Renter's payment liability.
16. Payment for use is due ten (10) business days prior to the invoice beginning date. A late fee may be assessed.
17. The Renter agrees to strictly comply with all applicable WCPSS Board Policy, federal, state, and city statutes, ordinances and regulations.
18. The Renter agrees to accept full responsibility for protecting WCPSS property and equipment, and assumes any and all liability for any necessary repairs or replacements required, or for any damage done to the Facility, building, equipment or property during use by the Renter.
19. The Renter agrees to accept full responsibility for the conduct of any persons using the Facility during the term of this agreement.
20. The Renter understands and agrees that WCPSS makes no representation about the Facility's safety or suitability for the intended use by the Renter.
21. The Renter acknowledges and agrees that WCPSS can terminate the Agreement in its sole discretion if WCPSS determines that the Renter is in breach of the Agreement.
22. The Renter understands and agrees that any breach of this Agreement may result in action being initiated to recover loss suffered by the WCPSS and may result in refusal to rent the WCPSS facilities in the future or may result in any other remedy available to WCPSS under federal, state, and local law.
23. The Renter assumes exclusively the responsibility for its acts and the acts of its staff, members, visitors, customers, contractors, and guests. The Renter agrees that the Renter, its staff, members, visitors, customers, contractors, and guests are not staff, members, visitors, customers, contractors, or guests of WCPSS.
24. The Renter understands that it will pay for any additional personnel, building, equipment time or actual and any additional charges if additional time or charges are required to properly service a particular event.
25. This Agreement constitutes a binding arrangement between the parties and supersedes any prior understandings and written or oral agreements between the parties respecting the subject matter of this Agreement.
26. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

Sign and return this page by February 19, 2021 to indicate agreement to Terms and to secure your Reservation.

Jonah Raine Thomas agrees to the aforementioned terms and agrees to pay the invoiced amount by the Invoice Due Date.


Authorized Signatory for the Renter

2/12/21
Date

Jonah Raine Thomas is approved for use of Fuquay-Varina High @ Willow Spring High Facility School Facilities as declared above.


Approved by Community Schools Community Use

2/14/2021
Date



ADDENDUM TO COMMUNITY USE OF SCHOOL FACILITIES AGREEMENT

This Addendum is attached to and made a part of the School Facilities Agreement ("Agreement") made and entered into by and between Wake County Public School System ("WCPSS") and Jonah Raine Thomas ("Renter").

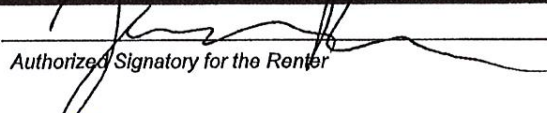
Due to the outbreak of the novel Coronavirus (COVID-19), additional precautions and responsibilities are necessary for community use of WCPSS school property and facilities. All individuals and groups renting or utilizing school property must agree to the following:

- The Renter understands that COVID-19 is extremely contagious and is spread primarily through person-to-person contact. The Renter understands that, given the contagious nature of COVID-19, the WCPSS Board of Education and Community Schools cannot assure that renters of school property will not be exposed to COVID-19 while on school property.
- No liability shall attach to the WCPSS Board of Education, individually or collectively, for any illness suffered by reason of the use of such school property pursuant to this Agreement, including but not limited to COVID-19. The Renter shall hold harmless, indemnify, and defend the WCPSS Board of Education from and against any claims arising out of the Renter's use of the property, including but not limited to claims arising from exposure to COVID-19.
- The Renter will strictly comply with all Executive Orders then in effect during the term of the Agreement. This includes, but is not limited to, prohibitions on mass gatherings and maximum occupancy limits. In addition, the Renter will ensure that all applicable NCDHHS guidelines are followed during the term of the Agreement, including adherence to social distancing and personal hygiene recommendations.
- The Renter agrees to pay any charges that may be necessary for additional cleaning, sanitizing and/or personnel to address health and safety as a result of COVID-19.
- WCPSS may immediately terminate or suspend the Agreement at any time to comply with any Executive Order, State of Emergency, or other legal requirements.
- WCPSS may immediately terminate or suspend the Agreement at any time, in its sole discretion, if necessary to preserve the health and safety of WCPSS personnel or the public.

The terms of this Addendum are intended to supplement, not supplant, any terms in the Agreement. In the event of a conflict, the Addendum and Agreement shall be read to give maximum effect to both.


Sign and return this page by February 19, 2021 to indicate agreement to Terms and to secure your Reservation.

Jonah Raine Thomas agrees to the aforementioned terms and agrees to pay the invoiced amount by the Invoice Due Date.


Authorized Signatory for the Renter

2/12/21
Date

Jonah Raine Thomas is approved for use of Fuquay-Varina High @ Willow Spring High Facility School Facilities as declared above.


Approved by Community Schools Community Use

2/16/2021
Date