

ADDENDUM TO FACILITIES USE AGREEMENT

WHEREAS, the Eastern Brown Local School District Board of Education (the “Board”) and _____ (the “USER”) have entered into a Facility Use Agreement (the “Agreement”) dated _____; and

WHEREAS, the Agreement stated that USER desired to use Board owned Property located at _____ (the “Facility”) for the purpose of _____ during the dates of _____; and

WHEREAS, due to the COVID-19 pandemic, the Board has been required to close its properties and facilities, but due to recent orders from the Ohio Governor and Ohio Department of Health Director, the use of some District facilities is permissible provided that such use is done with the approval of the local county health department and follows the guidelines of the Ohio Department of Health and the Centers for Disease Control and Prevention; and

WHEREAS, the Board and USER wish to address the use of the Facility and the requirements for use of the Facility brought on by COVID-19 in this Addendum.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES:

1. The Board and USER agree that USER’s use of the Facility shall be conditioned upon USER’s Agreement to follow all federal, state and local COVID-19 laws and regulations, as well as all orders, guidelines and recommendations set forth by the Ohio Governor, Ohio Department of Health Director and the local county health department as updated or amended (the “COVID-19 Requirements”).
2. The Board requires that USER’s use of the facilities must have the prior written approval of the local county health department. USER shall obtain such written approval prior to its usage of the Facility, and provide a copy of the same to the Board prior to its usage of the Facility. The Board shall assist if requested in communications with the local county health department.
3. USER agrees that it will sanitize all surfaces after each rented use so that the Facility can safely be utilized by others.
4. USER agrees that it will mandate that its employees, agents, volunteers, players, participants, parents, etc. follow all COVID-19 Requirements with respect to its use of the Facility.
5. USER agrees that the Board has the right to immediately cancel or discontinue its use of the Facility in the event that its site manager or other administrator determines that the undersigned has failed to comply with all COVID-19 Requirements with respect to use of the Facility. If a cancellation occurs before the day in which the undersigned begins to utilize the Facility, the Board shall issue a 100% refund of all fees paid. If a cancellation occurs after the undersigned begins to utilize the Facility, the Board will issue a prorated refund based upon the undersigned’s actual use of the Facility.

6. USER shall indemnify and hold harmless, the Board of Education, its members, officer, employees agents and assigns from any and all liability or claims of any kind arising out of its use of the Facility covered by this Agreement. This clause is intended to be interpreted as broadly as possible under the law.
7. The terms of this Addendum shall prevail over any conflicting terms of the Agreement.
8. The remaining terms of the Agreement shall continue to apply during the remaining term of the Agreement. This Addendum shall not be construed as extending the term of the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**EASTERN BROWN LOCAL
DISTRICT BOARD OF EDUCATION**

Superintendent

Date

USER

Sign

Print Name

Date