

**SOUTH BUFFALO CHARTER SCHOOL/ 154 SOUTH OGDEN LLC
(together "SBCS")**

FACILITIES RULES AND REGULATIONS

1. Smoking is not allowed on school property, including sidewalks, parking lots, and grounds. New York State Law prohibits smoking on school property. Lessee is expected to enforce this and all rules.
2. Alcoholic beverages, firearms, and illegal drugs of any kind are not allowed on school property.
3. No liability of any kind shall be borne by SBCS, any employee, officer, agent, and/or board member collectively or individually, as a consequence of permitting access to SBCS facilities. The lessee assumes all liability for any damages to person or property that occurs.
4. The lessee assumes all liability for damages to facility and/or equipment. The lessee will be charged for repairs and/or replacement of damaged equipment. SBCS will determine the necessity for repair and/or replacement, as well as the costs.
5. Lessee is responsible for medical or emergency care of their staff, students and audience members.
6. All groups must have adequate supervision, with responsibility for discipline, proper use of facility, enforcement of all requirements, and vacating promptly. The lessee is solely responsible for the behavior of their group, including, but not limited to, staff, students and audience members.
7. Any disorderly conduct shall result in immediate cancellation of the event. The lessee will be charged the full rent, even if the *event* is cancelled.
8. State and local fire regulations must be adhered to and enforced by the lessee. The use of open flame, fireworks, and/or pyrotechnics is strictly prohibited.
9. The lessee shall not operate any engine or motor or machinery that uses oils, burning fluids, or gasoline without prior permission. SBCS *reserves* the right to deny use of such equipment.
10. The facility must be left in a clean and orderly condition. The lessee will be required to pay additional cleaning charges if the facility is not left in a clean and orderly condition, as determined by SBCS.
11. All materials and equipment brought in by or for the lessee must be *removed* from SBCS property by the end of the contract. Any items remaining after the departure time on the last rental date will be disposed of by SBCS and/or the lessee will be charged a daily fee for storage. Additional fees may be assessed for disposal of the lessee's property and materials.
12. Parking is limited to paved parking spaces. SBCS is not responsible for damage or theft to vehicles or vehicle contents.
13. Only the areas and equipment contracted for are to be used.
14. Subleasing is not allowed.