

**OPEN-ENROLLMENT PUBLIC CHARTER SCHOOL  
FACILITIES UTILIZATION AGREEMENT**

Lessor(Owner):

Lessee(Tenant):

Any information regarding affiliation, family ties, or other relationships between the Lessor (Owner) and Lessee (Tenant) must be disclosed with the facilities lease agreement.

Describe the present use of the facility:

Address of Premises:

Square Footage:

Terms of Lease:

Rental Amount:

Contingency:      The terms of this agreement are contingent upon

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*Sponsoring Entity*

receiving a charter to operate an open-enrollment public charter school approved by the authorizer by August of 20\_\_\_\_

Statutory Language Concerning No Indebtedness:

No indebtedness of any kind incurred or created by the open-enrollment public charter school shall constitute an indebtedness of the State of Arkansas or its political subdivisions, and no indebtedness of the open-enrollment public charter school shall involve or be secured by the faith, credit, or taxing power of the state or its political subdivisions. An open-enrollment public charter school shall not incur any debt, including any lease, without the prior review and approval of the Commissioner of Education.

Lessee:

By: \_\_\_\_\_ Date \_\_\_\_\_

Lessor:

By: \_\_\_\_\_ Date \_\_\_\_\_