

Facility Use Agreement

FACILITY USER'S DUTY TO INSPECT, WARN, AND RECTIFY: FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is using, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER agrees to be responsible for determining that the facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER agrees to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use

FACILITY USER'S AGREEMENT TO HOLD DISTRICT HARMLESS AND PROCURE INSURANCE: FACILITY USER agrees to hold harmless the district, its school board, employees, and agents from any and all liability for personal injury, bodily injury, contractual liability and damage to property sustained arising out of the activities of the FACILITY USER or those of its officers, employees, agents, or invitees whether such act is authorized by this agreement or not; and FACILITY USER shall pay for all loss or damage to the property of the District. District assumes no responsibility for any property placed on the premises. FACILITY USER further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence of the District, its officers, employees, or agents. FACILITY USER shall, at its own expense, procure and maintain during the entire period of use of the facility, Comprehensive General Liability insurance acceptable to the District. Such insurance shall name the District, its school board, employees, and agents as additional insured with respect to any liabilities arising from the facility user's use and obligation under this agreement.

APPLICANT MUST SUBMIT THIS FORM TO THE SCHOOL SITE PRINCIPAL (15) WORKING DAYS PRIOR TO THE DATE OF USE TO INSURE TIME FOR PROCESSING. APPLICANT ACKNOWLEDGES THAT THE DISTRICT'S WILLINGNESS TO RENT THIS FACILITY IS CONTINGENT UPON APPROVAL BY THE SITE ADMINISTRATOR AND BY THE DISTRICT'S BUSINESS SERVICES DEPARTMENT. PERMISSION WILL NOT BE GRANTED UNTIL ALL NECESSARY DOCUMENTS SUCH AS CERTIFICATES OF INSURANCE ARE RECEIVED BY THE DISTRICT. USER WILL BE MAILED A COPY OF THE AGREEMENT FOR THE USE OF SCHOOL FACILITIES WHEN PERMISSION IS GRANTED AND THIS COPY OF THE AGREEMENT SHOULD BE CARRIED BY THE USER AS PROOF OF PERMISSION FOR FACILITY USE.

INSURANCE AND INVOICES

Any group or person using school facilities shall be liable for any injuries resulting from negligence during such use. The group or persons shall bear the cost of insuring against this risk and defending against claims arising from the risk. Proof of insurance: a certificate of insurance in the requested amount is required. In addition, groups other than free use groups shall be required to submit an endorsement which names the district as an additional insured on their policies. *Payments for invoices, as well as all insurance requirements, are due ten (10) days prior to the event. The District is not a sponsor or participant in the activities related to this facility use agreement. District employees that use or participate do so outside of the course and scope of their employment and are not covered under the District's Worker Compensation program.*

CANCELLATION

The user group must contact the school and the District Office if canceling their event. Notification of cancellation by either the user group or the district must be done at least 8 days prior to the event. A 50% non-refundable fee applies to Film Groups who cancel scheduled usage. *The District reserves the right to cancel completely, on ten days notice, in the event facilities are needed for school purposes. All uses and fee schedules are governed by regulations adopted by the Governing Board.*

DAMAGE TO SCHOOL PROPERTY

Groups or persons using school facilities shall be liable for any property damages caused by the activity. The cost of repair or replacement shall be paid by the group or persons involved and they may be denied further use of school facilities. *Additional clean-up fees may be charged to return facility to original condition.*

ADULT SPONSORSHIP

All juvenile organizations seeking use of school premises must have adequate adult sponsorship and supervision of all facilities used including the lavatories.

PRESENCE OF DISTRICT PERSONNEL

All activities shall require the presence of authorized district personnel at all times.