

SCHOOL FACILITIES/GROUNDS USE AND RELEASE AGREEMENT
_____ **School District**

Organization requesting
facility: _____

Facility
Requested: _____

Date of Use and Day of
Week: _____

Hours of Use: _____

Purpose of Use: _____

Will there be an admission fee? _____ If so, how much? _____

Organization
Representative: _____

Address: _____

Phone: _____

Equipment or apparatus needed by
user: _____

Conditions of Facilities Use—Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. Unless otherwise authorized by law, no political activity will take place in a school facility and/or on school grounds.

Rent and Deposit—The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$_____, and this shall be due _____ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the

premises.

Indemnification Requirement—The undersigned organization, by signature of its authorized representative, hereby guarantees that the organization shall indemnify, defend and hold harmless the District and any of its employees or agents from any liability, expenses, costs (including attorney fees), damages, and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the organization's use of the aforementioned school facility which are not the result of fraud, willful injury to a person or property or the willful or negligent violation of a law. The undersigned organization accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage.

Insurance Requirement—The user of the facility shall provide the District with a certificate of insurance. Said certificate shall name the District as an additional insured. Such certificate shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. Said insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death resulting from any one accident and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage of \$1,000,000. Said certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

Non-Discrimination—The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights—School facilities and/or grounds are used primarily for school purposes. If this request interferes in any school purpose or school function, the District reserves the right to cancel this Agreement at any time.

Signature: _____ Date: _____
Organization Representative

School Use Only

Circle One: Approved Denied

Signature: _____ Date: _____
School Official

(Optional)
RULES AND REGULATIONS FOR BUILDING USE

1. Application requesting the use of the school facility must be presented to the Building Administrator at least 10 days in advance of the time desired and it must be signed by the President, Secretary, or qualified representative of the organization desiring the use of the building.

2. The school premises shall not be available on school days before 5:00 PM, except under special conditions.

3. Rental fees are as follows: (Examples)

High School Gym	\$200 + custodian
High School Cafeteria	\$100 + custodian
Middle School Gym	\$150 + custodian
Elementary Gym	\$100 + custodian

Fees (will) (may) be waived for private non-profit groups that do not charge admission fees. Use by religious groups or organizations will be charged rental fees as listed above.

4. The use of the school premises will be denied, when in the opinion of the Superintendent or the Board of Trustees, such use may be construed to be solely for commercial purposes, there is a probability of damage or injury to school property or if the activity is deemed to be improper to hold in school buildings.

5. In case of loss or damage to school property, the organization and/or individual signing the request shall be fully responsible and liable.

6. The Your School District reserves the right to require a certificate of insurance from the renting agency. If a certificate is required, said certificate requirements are specified on the accompanying page.

7. No furniture or apparatus shall be moved or displaced without permission.

8. No access to other rooms in the building shall be permitted unless designated by agreement.

9. There shall be no smoking within the school buildings. There shall be no narcotics, drugs, stimulants or alcohol used or sold in or about school buildings and premises, nor shall profane language, quarreling, fighting or gambling be permitted. Violations of this rule by any organization during occupancy shall be sufficient cause for denying further use of school premises to the organization.

10. Wax or other preparations ordinarily used on dance floors is not to be used on gymnasium floors.

11. The superintendent may require a school employee to be present during use of the building by the non-school organization. In such case, the requesting organization will pay for the employee expense (i.e. custodians, overtime).

12. When the school official finds it necessary that police or other security personnel be retained for crowd control, such requirement may be added as a condition of this facility use contract.