

**Facilities Use Agreement**

Organization or Individual Requesting Facility Use: \_\_\_\_\_

The Designated Responsible Person is: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date and Hours of Requested Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Equipment/Services Needed: \_\_\_\_\_

Insurance and Other Special District Requirements for Use: \_\_\_\_\_

Use Charge for Services/Facilities Listed: \_\_\_\_\_

Date and Amount Paid: \_\_\_\_\_

Signature of the Responsible Person: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Premises and Conditions**

- I. Conditions of Facilities Use—Use of District facilities is conditioned upon the following covenants:
1. Each group using any school facility shall have one person designated as the “Responsible Person.” This person shall be responsible for ensuring that all provisions of this agreement are upheld, that the facility is cleaned after use, lights are turned off, doors locked, etc. This person shall be responsible for reporting any damage, any accidents or injuries, or other irregular incidents involving the participants or the facilities, to the building principal as quickly as possible;
  2. Arrangements for gaining access to the facility will be made through the building principal/facility access coordinator. The principal/facility access coordinator may make arrangements for unlocking the facility or will assign a district employee for this task. Fobs may, in specific cases, be assigned to the group’s Responsible Person for a limited period of time. In such cases, the Responsible Person shall not let others use the fob for any purposes without specific permission from the building principal;

3. There will be a charge for any group other than those serving Prairie School students. If any unusual janitorial service is required, there will be an additional charge for this as well. Groups will be financially responsible for any damage done to any part of the facility during the time the group has responsibility.
4. The building principal/facility access coordinator will brief each Responsible Person as to restricted areas and activities that will apply to each facility. It shall be the Responsible Person's task to brief the group members and spectators on such restrictions and to ensure that all group members and spectators abide by these rules.
  - A. Groups may not use any personal equipment belonging to students nor any school equipment or supplies such as socks, supporters, tape, towels, first aid supplies, etc. P.E. balls may be used if permission is given by the building principal. Game balls and equipment may not be used.
  - B. No alcoholic beverages, tobacco, or other drugs be sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members;
  - C. No illegal games of chance or lotteries shall be permitted;
  - D. No functional alteration of the premises or functional changes in the use of such premises be made without specific written consent of the District; and
  - E. Adequate supervision be provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The Responsible Person shall read or otherwise explain this set of rules to all members of the group and will make sure that members understand and agree to the rules. If the rules are violated, the group will be denied further use of the facility

### **Rent and Deposit**

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services provided by the District (if any), in accordance with the Community Use of Facilities Agreement. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements, and expenses resulting while it has use of the premises.

### **Insurance and Indemnification**

The requesting organization or individual, by signature below, 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's fees), damages, and/or losses

arising out injuries or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District 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 requesting organization or individual may be asked to provide the District with a certificate of insurance prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 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.

**Non-Discrimination**

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Idaho Human Rights laws and federal anti-discrimination laws.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Cottonwood School District:**

**Requesting Organization/Individual**

By \_\_\_\_\_ By \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

Additional Obligations:

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