

FACILITIES USE AGREEMENT
Anderson School District

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Premises and Conditions

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. The presence of weapons, including firearms, is prohibited unless previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. All District-owned equipment, facilities, and other property will remain unchanged and undamaged and the requesting organization or individual will pay for any damages to District property. All fobs, or other access items will be returned to the District. Access to the facility will be restricted to the identified points of ingress and egress.
7. All attendees and participants shall honor and enforce County Health Department directives and safety standards and School District policies health and safety at gatherings and events held at the school.

Failure to honor these covenants will result in cancellation of the event and/or all available remedies under the law.

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

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 of injury 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 willful or negligent violation of a law on the part of the School District. The undersigned organization or individual 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 which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. _

Insurance

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy 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. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or 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 for \$1,000,000. The 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.

Special Events Coverage

The District requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

Assumption of Risk

The requesting organization agrees to indemnify, release and hold harmless the District, inclusive of its employees, administration, board of trustees, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the District or its agents adding unwarranted danger to participation in such event.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. 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

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes, the event will violate District policy, or if the conditions outlined in this agreement are not satisfied. The District reserves all rights under the law to seek remedy in the event School District property is damaged.

DATED this ____ day of _____, 20__.

_____ **School District:**

_____ **Requesting Organization or Individual:**

By _____

By _____

Address _____

Phone _____

Additional Obligations _____

Attachment A to Facilities Use Agreement
Facility use-fees & category information

The School Administrator shall determine a fee schedule applicable for the use of the school facilities. This fee schedule shall be reviewed annually. Fees shall be based on usual costs of energy, maintenance and facility wear and tear.

For rental rate purposes, the organizations seeking the use of the school facility have been divided into three categories.

Category 1: Groups in this category are those community groups (church or secular) whose memberships involve school-age children whose leaders or advisors are generally non-paid adults and whose main purpose is to in some way educate their school-age members. This category would include group or club organizations (i.e. YMCA, Boy & Girl Scouts, youth soccer, basketball, etc.) that have Anderson students participating or are being coached or supervised by Anderson School District parent/s. These groups will not be charged a rental fee.

However, they will be charged custodial fees should the use of the facility require man-hours beyond those which the custodial staff would have needed had the building not been used by the community group. No charge will be made for school activities including Parent Advisory Councils, Booster Clubs, university classes, et al., requested by the District – not for district, county, state or national election voting places.

Category 2: This category includes all community non-profit organizations and community groups of people who wish to use facilities owned by the school district for lectures, promotional activities, political rallies, entertainment, college courses, athletic groups, exercise groups, dance groups, church services or other activities for which public halls or commercial facilities generally are rented. The District shall charge a rental rate, which will cover utility, capital expense, maintenance, energy and overhead costs for the use for the use of the facility. Should there be custodial costs incurred as a result of the use, custodial costs will also be charged.

Category 3: This group shall include all for-profit organizations not listed in #1 or #2 and non-profit organizations from outside the community. Should there be custodial costs incurred as a result of the use, custodial costs will also be charged.

Sponsoring organizations and groups using facilities shall provide direct adult supervision at all times, and the amount of adequate supervision shall be agreed on at the time the contract is issued.

Alcoholic beverages and narcotics shall not be permitted in school facilities or on school property at any time. The use of illegal drugs, alcohol, and tobacco is prohibited on all school district property. All applicants for use of school facilities shall hold the district free and without harm from any loss, damage, or liability of expense that may arise during or be caused in any way by such use or occupancy of school facilities. In the event that property damage is incurred during such use of occupancy, the amount for damage shall be decided by the Superintendent and the bill for damages shall be presented to the group using or occupying the facility during the time the loss or damage was sustained.

The District requires all groups not covered by the District's liability policy to provide proof of liability insurance. User groups shall be required to provide liability coverage in amounts up to \$1,000,000. The decision will be made on an individual renting group basis depending upon level of risk. The School Administrator has the authority to make the final decision on use of school facilities by any group.

Rate Schedule

CATEGORY 1 USERS

No fee shall be charged for the use of facilities

Custodial hours caused by the use of Category 1 users shall be charged out at a rate of \$ 33.00.

CATERGORY 2 USERS

The following schedule will be followed in charging Category 2 users:

\$30.00, maximum of 3 hours rental. Custodial hours caused by the use of Category 2 users shall be charged out at a rate of \$33.00.

CATEGORY 3 USERS

\$50.00 (3 hours maximum rental) Custodial hours caused by the use of Category 3 users shall be charged out at a rate of \$33.00.

All gym users are required to submit their requests at least 10 days in advance. Use the application for Use of School Facilities that is available at the main office.

Procedure History:

Adopted on: 1/10/2008

Reviewed on: 11/13/2008

Revised on: 12/10/2008, 7/10/2014, 11/17/16, 7/12/18, 8/4/21