

PRIVATE INDIVIDUAL OR ORGANIZATION SCHOOL FACILITY USE AGREEMENT

Name of Organization or Individual		Facility Requested	
Address		Date and Hours of Use	
Phone		Purpose of Use	
Email Address		Anticipated # of Participants	
Attendance or Admission Fees		Dollar Amount of Attendance or Admission	
Does User have liability insurance for this event		Liability Insurance Carrier and Policy Number, Agent Name	

The organization or individual signing this agreement (hereinafter referred to as "User") assumes responsibility for seeing that the terms of this agreement and the rules and regulations as specified on the accompanying "Rules and Regulations" sheet are followed.

User agrees to pay the District \$_____ as rent for the facility and as payment for special services, if any, plus the amount of \$_____ as a cleaning deposit. This shall be due ten days in advance of the event. All costs for damage to the building or its contents resulting from this use of the facility will be reimbursed to the district by User at the actual cost of repair or replacement within 10 days of User being presented with a request for reimbursement by the District. User agrees to additionally pay the District for custodial services needed to return the facility to its regular condition. The charge for these custodial services is \$30 per labor hour with a one-hour minimum. Should the User vacate the facility already cleaned and in its regular condition, the cleaning deposit if any will be refunded.

User agrees to provide adequate non-student adult supervision of the facility and event attendees to insure proper use and care of the facilities including at least one non-student adult District-approved supervisor whose name must be confirmed to the school prior to the event. The list of approved non-student adult supervisors is available from the Activities Director. User and/or supervisor shall ensure that only the portion of the District facility specified above in "Facility Requested" shall be used unless permission is given by a school official. Supervisor will be in attendance during the entire event including setup and cleanup.

User required to provide separate liability insurance: Yes No
If "yes," refer to "Insurance Requirements for Facility Use" document and attach required information to this application.
If "No," initial to acknowledge that User understands and accepts all risk and liability for

1 *damage or injury to the facility and its contents, any property of any kind, and/or any person*
2 *resulting from User's or attendees use of the facility and that the District will not be liable and*
3 *District liability insurance will not apply. (initial)*
4

5 User guarantees that they shall indemnify, defend, and hold harmless the District and any of
6 its employees or agents, from any and all liability, expenses, costs (including attorneys' fees),
7 damages, and/or losses arising out of injury or death to any person or persons or damage to
8 any property of any kind in connection with the Users' use of the District facility. User
9 agrees to abide by non- discrimination clauses as contained in the Montana Human Rights
10 Act and the Governmental Code of Fair Practices.
11

12 Additional requirements if any:

13
14 _____
15 Additional needs (AV equipment, kitchen, microphones):
16
17 _____
18

19 The District reserves the right to cancel this agreement if at any time it is determined by the
20 District that the facilities are needed for school purposes.

21
22 Signed: _____ Approved by: _____
23
24
25 User (date) JHS Administrator (date)
26

27 **Form History:**

28 *Promulgated on: October 24, 2011, Revised on: May 14, 2013*