

**SHEPHERD PUBLIC SCHOOLS
AGREEMENT FOR USE OF SCHOOL DISTRICT #37
BUILDING AND EQUIPMENT**

****YOU MUST GET A KEY FROM CENTRAL ADMINISTRATION. THERE IS
A \$10.00 DEPOSIT, REFUNDABLE UPON RETURN OF KEY*****

Today's Date: _____ **(10 Day Notice Required)**

Name of Individual or group: _____ Profit ___ Non Profit ___

Name of Individual responsible: _____

Purpose of request for use: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail address: _____

Beginning and ending date building or equipment is to be used:
(Valid for 30 days, MUST contact Building Secretary to be renewed monthly).

Beginning Date: _____ End Date: _____

BUILDINGS AND ROOMS REQUESTED

High School:

Day(s) of the Week: _____ Time: _____ Gym: ___ Locker Rooms: ___ Boys: ___ Girls: ___

Day(s) of the Week: _____ Time: _____ Classroom(s) state which one(s): _____

Day(s) of the Week: _____ Time: _____ Weight Room ___

Equipment requested: ___ Piano ___ Speakers ___ Other-specify: _____

Middle School:

Day(s) of the Week: _____ Time: _____ Gym: ___ Locker Rooms: ___ Boys: ___ Girls: ___

Day(s) of the Week: _____ Time: _____ Classroom(s) state which one(s): _____

Equipment requested: _____

Elem. School:

Day(s) of the Week: _____ Time: _____ Gym: ___ Locker Rooms: ___ Boys: ___ Girls: ___

Day(s) of the Week: _____ Time: _____ Classroom(s) state which one(s): _____

Equipment requested: _____

Cafeteria: Day(s) of the Week: _____ Time: _____

Grounds: Day(s) of the Week: _____ Time: _____

Administration Board Room: Day(s) of the Week: _____ Time: _____

Premises and Condition

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

1. All District policies are in effect and shall be honored during the rental period and while the requesting organization is using the facility.
2. That no alcoholic beverages, tobacco, nicotine products, 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.
3. That no illegal games of chance or lotteries will be permitted.
4. 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.
5. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities. The District uses audio and video surveillance to monitor activity in the facility.
6. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana Law.
7. Facility must be cleaned when done. If not, the organization or individual will be required to hire Shepherd School District Custodians to clean the facility at additional charges.
8. 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.
9. 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.

10. All attendees and participants shall honor and enforce County Health Department directives and safety standards and School District policies regarding the health and safety at gatherings and events held at the school. The requesting organization is expected to specifically comply with all cleaning and disinfecting protocols outlined in District policy.

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

Rent and Deposit

For Profit Rental: 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 based on head count of participants and spectators:

___0-100 (free), ___ 101-500 (\$250.00), ___500 + (\$500.00). This shall be due within 30 days after the event.

A refundable deposit in the amount of \$250.00 is due upon the submission of this request. This deposit will be held until the rental payment is submitted and all terms of agreement are met (ie. repair/replacement of any damages, cleaning of the facility.)

Non Profit Rental: Any event in which absolutely no proceeds are made. The District will charge no fees, except for special service if needed and provided by the District. This shall be due within 30 days after the event.

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 Shepherd School District. The undersigned organization or individual accepts and assumes all such risks and hazards.

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 of 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.

Each participant is required to complete a gym liability release agreement including a parent/guardian signature.

Assumption of Risk

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. Any negligence arising out of use of the facilities or grounds under this agreement shall be attributed to requesting entity as comparative negligence within the meaning of Section 27-1-702, MCA. 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 Montana 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 District reserves all rights under the law to seek remedy in the event School District property is damaged.

Conditions: The applicant will be responsible for any damage to equipment, building and grounds. All areas are to be maintained and clean before departure.

AGREEMENT: I, _____ representing _____ hereby make request for use of building and equipment listed above and agree to the conditions stated.

Approval _____
Building Secretary

Date _____

Approval _____
Building Principal/AD

Date _____

Approval _____
Superintendent

Date _____