

# Almond-Bancroft School District Facility Use Agreement

1336 Elm Street, Almond, WI 54909

Signing below accepts Hold Harmless Provisions & Usage Criteria on page 2 of this form.

**APPLICATIONS NEED TO BE SUBMITTED TO THE PRINCIPAL 15 DAYS PRIOR TO THE INTENDED DATE(S) OF USE.**

Notification of Cancellation must be given at least eight working days prior to the event.  
(Revised October 2021)

<b><u>Name of Organization</u></b>		<b><u>Select one</u></b> For profit _____ Non-profit _____	<b><u>Today's Date</u></b>	
<b><u>Home or Business Address</u></b>		<b><u>City</u></b>	<b><u>Zip</u></b>	<b><u>Home Phone</u></b>
<b><u>Name of Authorized Agent (Print)</u></b>		<b><u>Signature</u></b>		
<b><u>District Resident?</u></b> Yes _____ No _____		<b><u>E-mail address</u></b>		
<b><u>Facility Requested:</u></b> West Gym _____ East Gym _____ Auditorium _____ Cafeteria _____ Kitchen _____ Library _____ Classroom (specify) _____ Athletic field (specify) _____ Other _____				
<b><u>Purpose of Meeting/Event:</u></b> Recreational _____ Political _____ Educational _____ Community _____ Other (specify) _____				
<b><u>Dates Requested:</u></b>		<b><u>Time:</u></b>	<b><u>Number Expected:</u></b>	
<b><u>Requested Equipment:</u></b> # of Tables _____ Other (specify): _____ # of Chairs _____				
<b><u>List Activities giving detailed descriptions and safety precautions taken:</u></b>				
<b><u>List any items/equipment you wish to bring onto property:</u></b>				
<b><u>I have read and agree to all terms and conditions as listed on page one and two of this Facility Use Agreement Form.</u></b>				
Applicant's Signature _____		Date _____		

\*\*\*\*\***FOR DISTRICT USE**\*\*\*\*\*

Proof of Insurance Received: Yes \_\_\_\_\_ No \_\_\_\_\_ Addendum Received: Yes \_\_\_\_\_ No \_\_\_\_\_ Date(s)/Time(s) Available: Yes \_\_\_\_\_ No \_\_\_\_\_

Existing custodial staff will be used for the event: Yes \_\_\_\_\_ No \_\_\_\_\_ Comments \_\_\_\_\_

Head Custodian Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Fees: Rental Cost \$ \_\_\_\_\_ Staff Cost \$ \_\_\_\_\_ [ \_\_\_\_\_ ] Cost \$ \_\_\_\_\_ [ \_\_\_\_\_ ] Refundable Security Deposit \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_ Approved for Use: Yes \_\_\_\_\_ No \_\_\_\_\_

Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Facility Use Agreement**

All uses and fees are governed by board policy **830: Use of District Facilities**

## **FACILITY USER'S DUTY TO INSPECT, WARN, AND RECTIFY**

FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is using, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER agrees to be responsible for determining that the facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER agrees to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.

## **FACILITY USER'S AGREEMENT TO HOLD DISTRICT HARMLESS AND PROCURE INSURANCE**

FACILITY USER agrees to hold harmless the district, its school board, employees, and agents from any and all liability for personal injury, bodily injury, contractual liability and damage to property sustained arising out of the activities of the FACILITY USER or those of its officers, employees, agents, or invitees whether such act is authorized by this agreement or not; and FACILITY USER shall pay for all loss or damage to the property of the District. District assumes no responsibility for any property placed on the premises. FACILITY USER further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence of the District, its officers, employees, or agents. FACILITY USER shall, at its own expense, procure and maintain during the entire period of use of the facility, Comprehensive General Liability insurance acceptable to the District. Such insurance shall name the District, its school board, employees, and agents as additional insured with respect to any liabilities arising from the facility user's use and obligation under this agreement.

## **APPLICANT MUST SUBMIT THIS FORM TO THE SCHOOL SITE PRINCIPAL (15) WORKING DAYS PRIOR TO THE DATE OF USE**

TO ENSURE TIME FOR PROCESSING, APPLICANT ACKNOWLEDGES THAT THE DISTRICT'S WILLINGNESS TO RENT THIS FACILITY IS CONTINGENT UPON APPROVAL BY THE PRINCIPAL. PERMISSION WILL NOT BE GRANTED UNTIL ALL NECESSARY DOCUMENTS SUCH AS CERTIFICATES OF INSURANCE ARE RECEIVED BY THE DISTRICT. USER WILL BE SENT A COPY OF THE AGREEMENT FOR THE USE OF SCHOOL FACILITIES WHEN PERMISSION IS GRANTED AND THIS COPY OF THE AGREEMENT SHOULD BE CARRIED BY THE USER AS PROOF OF PERMISSION FOR FACILITY USE.

## **INSURANCE AND INVOICES**

Any group or person using school facilities shall be liable for any injuries resulting from negligence during such use. The group or persons shall bear the cost of insuring against this risk and defending against claims arising from the risk. Proof of insurance: a certificate of insurance in the requested amount is required. In addition, groups other than free use groups shall be required to submit an endorsement which names the district as an additional insured on their policies. Payments for invoices, as well as all insurance requirements, are due ten (10) days prior to the event. The District is not a sponsor or participant in the activities related to this facility use agreement. District employees that use or participate do so outside of the course and scope of their employment and are not covered under the District's Worker Compensation program.

## **CANCELLATION**

The user group must contact the school and the District Office if canceling their event. Notification of cancellation by either the user group or the district must be done at least eight days prior to the event. The District reserves the right to cancel completely, on ten days notice, in the event facilities are needed for school purposes.

## **DAMAGE TO SCHOOL PROPERTY**

Groups or persons using school facilities shall be liable for any property damages caused by the activity. The cost of repair or replacement shall be paid by the group or persons involved and they may be denied further use of school facilities. Additional clean-up fees may be charged to return facility to original condition. Only non-marking shoes on our gymnasium floors, please.

## **ADULT SPONSORSHIP**

All juvenile organizations seeking use of school premises must have adequate adult sponsorship and supervision of all facilities used, including the lavatories, at all times.

## **PRESENCE OF DISTRICT PERSONNEL**

All activities shall require the presence of authorized district personnel at all times. District personnel are responsible for obtaining a key to open the doors. If a door is propped open or policy or procedures are not followed building use will be denied.

## **FEES**

For Profit Organizations have a refundable security deposit of \$100 per application along with the following hourly rates:

- |  |   |
|--|---|
| a) Classrooms: \$10 per hour with \$75 max   | f) Library: \$15 per hour with \$75 max     |
| b) East gym: \$15 per hour with \$75 max   | g) West Gym: \$15 per hour with \$75 max    |
| c) Athletic field: \$100   | h) Auditorium: \$20 per hour with \$100 max |
| d) Cafeteria/Kitchen: \$15 per hour with \$100 max. A person certified in food service safety must be present.         |   |
| e) Lighting booth/sound system: \$50 per daily event. A district-approved technician must be present at \$18 per hour. |   |