

CALDWELL SCHOOL DISTRICT NO. 132 CONTRACT FOR USE OF FACILITIES

BUILDINGS AND FACILITIES WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY -- BY SIGNING THIS CONTRACT YOU AGREE TO ALL TERMS

*Applicants must be at least 21 years old and agree to all conditions of use.

The Superintendent is hereby authorized to determine rental fees to be assessed for the usage of school facilities and equipment. The Superintendent also has the authority to reject any or all applicants for rental or use of district facilities and equipment. The district reserves the right to refuse rental of any facilities at its discretion.

THE UNDERSIGNED AGREES:

1. To indemnify and hold harmless the School District, its agents, employees and assigns from all manner, action or actions, cause or causes of action, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said School District.
2. To provide the School District with proof of insurance in the form of a Certificate of Insurance.
3. Neither the undersigned or the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. To immediately notify the School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
8. This agreement may not be changed verbally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
9. Write a check covering the rent and labour payable to the Clerk of the Caldwell School District.
10. Alcohol, drugs, tobacco, gambling, and weapons are not permitted in the school building or on school grounds. Food and beverages are allowed only in designated areas. Food and beverages are not allowed in school gyms, auditoriums, libraries, or computer labs. Advertising or sale of merchandise for profit in school buildings or

on the school grounds is prohibited. District facilities may not be used for commercial purposes. Schools may not be used for public dances; dances are limited to those sponsored by the school.

11. Not all areas of all buildings are ADA/handicap accessible. It is the responsibility of the applicant to inquire at the site to determine accessibility of the building and the specific area requested for the activity.

13. The permit holder and those working with the activity must familiarize themselves with the fire exits and location of fire extinguishers. Exits must not be blocked. Chairs and tables should not exceed the limits of the space and should not be placed in aisles or doorways. If extension cords are used they must not pose a safety hazard that would cause someone to trip or fall.

14. The applicant agrees to supervise and accept responsibility for the activity and conduct of all participants in compliance with school district regulations/conditions of use. In the absence of a school administrator, the custodian has authority to enforce compliance with the regulations. **A custodian must be on duty at all times of the contract.**

TERMS OF USE				
I agree to monitor and control the conduct of persons in and about the building because of my use and pay for any damage beyond ordinary wear and tear which may occur to this school property as a result of my use. I will carefully inspect the building prior to my use and determine if it is configured and equipped so as to be safe for my use and the persons who will be in the facility because of my use. I further agree that the school property will be used in accordance with the rules and regulations of the school and School District, and that I shall defend and hold the School District harmless from any action arising from my occupancy; that is, I will pay the cost of defense and pay the court's award of damages. I understand that the District reserves the right to cancel this permit for school purposed or for other priority reasons.				
I understand and agree to the terms of use described above.				
_____ Signature of responsible party	_____ printed name		_____ Date signed	
_____ Address	_____ City	_____ State	_____ Zip Code	_____ Residence Telephone
_____ Name of Organization			_____ Business Telephone	
<input type="checkbox"/>	<input type="checkbox"/>	_____ Building Administrator/Principal		_____ Date
Approved	Denied			