

## **902 FACILITIES USE POLICY AND AGREEMENT**

### **I. PURPOSE**

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

### **II. GENERAL STATEMENT OF POLICY**

It is the policy of the Board of Education to make the school facilities available to community groups whenever the circumstances justify. Student activities shall take priority for space over community activities. Commercial use of facilities will be considered only when other facilities in the community are inadequate. No games of chance, card games, or dancing open to the general public will be permitted. If the activity could pose or be viewed as a distraction to the normal operation of a school day, it will not be approved.

Groups interested in using school buildings and other facilities should make their request by filling out the **Facilities Use Agreement**. The agreement can also be found on the school website or High School office. Once this form is submitted, the Activities Director will evaluate its approval. If approved or not, the group or individual requesting the facility use will be contacted via email or phone.

- Requests made less than 10 working days prior to the event may be denied. ● Cancellation of facility use must be made 48 hours in advance of the scheduled activity.
- Solicitation or recruitment by an organization or individual is prohibited unless proper approval has been received from the Superintendent and/or Board of Education.
  - The District reserves the right to cancel reservations for just cause.
  - All District buildings and grounds are alcohol, tobacco, and cannabis free. ● Should school close for any emergency the request is canceled.
- All usage shall be approved by the Activities Director. All decisions are final.

### **III. CLASSIFICATIONS**

The priority for WAO school functions will come first. Class 1 and 2 groups and organizations listed below will be considered after all WAO school activities and events.

Class 1 (First Priority):

- Local non-profit serving the district youth
- Fundraising events for any of the above

Class 2 (Secondary Priority):

- Local tax supported agencies serving the district residents
- Civic organizations

- For-profit organizations (at the discretion of Administration)
- Individual community members

#### IV. REGULATIONS

- A. PERSONNEL: A custodian must be on duty when the building facilities are in use. The Activities Director and Administration will decide the event's needs. A Kitchen Supervisor must be on duty whenever kitchen facilities and/or equipment are used. A trained District Representative must be on duty when adjustments in the operation of sound or lighting systems in the auditorium are required.
- B. EQUIPMENT: All equipment must be removed immediately following the activity. At an additional charge, school equipment may be used if arrangements are made in advance.
- C. SUPERVISION: All activities must have competent adult supervision. District employees shall oversee facility operation, but not the group, organization, or their activity. The group or organization must supply any outside supervision of hallways, locker rooms, rest rooms as required.
- D. USE: All facilities shall be used in a manner consistent with the building design unless the Superintendent of the schools has granted prior approval. Outside food and refreshments must have prior approval. Authorized District employees shall have access to facilities at all times to verify appropriate use. All District facilities and equipment will be left clean upon completion of the event. If additional cleaning is determined to be necessary, an hourly custodial rate of \$25/hour/person will be charged.
- E. LAWS: All ordinances, laws, and district policies pertaining to the use of school facilities must be observed. Gambling, use of tobacco products, use or possession of alcoholic beverages or illegal chemicals on school property is prohibited. State Fire Laws must be observed at all times. The number occupying the facility shall not exceed capacity. Emergency exits shall remain visible and accessible at all times.
- F. DAMAGE: Damage caused by the Licensee to property and/or equipment shall be paid by the Licensee. The District will not be responsible for the negligence of others.
- G. FEE: When employee time is devoted to or necessitated by the activity, the Licensee must pay the personnel fees listed below. **There is a minimum of three hours for each staff person required.**

**Custodian** - \$25/hour/person

**Food Service Worker** - \$25/hour/person

**Media Technician** - \$25/hour/person

**WARREN-ALVARADO-OSLO SCHOOL DISTRICT #2176**

#### **FACILITIES USE AGREEMENT**

This Facilities Use Agreement ("**Agreement**") is made between Warren-Alvarado-Oslo School District #2176 and (the "**District**"), and the following individual/entity as of the date stated below:

**NAME:** ("**Licensee**") **ADDRESS:**

**CITY:** **STATE:**

**TELEPHONE:** **EMAIL:**

FACILITY START TIME/DATE END TIME/DATE

The District hereby grants Licensee a limited, temporary, and revocable license to use the facility or facilities listed above (collectively the "**Facility**") and any equipment or other personal property located in or at the Facility (collectively the "**Equipment**") pursuant to the terms and conditions in this Agreement.

**Liability Insurance:** Licensee shall maintain general liability insurance coverage, in an amount not less than \$1,000,000 combined single limit per occurrence and a \$2,000,000 general aggregate, providing coverage for general liability, completed operations, and contractual liability. Licensee's insurance carriers must be rated at least an A-minus by A.M. Best. Licensee's general liability insurance policy shall also include automobile liability coverage with limits of not less than \$1,000,000 for each accident. The District shall be named as an additional insured on Licensee's insurance policies on a primary and non-contributory basis through an additional insured endorsement. Licensee shall provide to the District an Accord Form CG 2037 or CG 2010 naming District as an additional insured. Licensee shall require its insurers to provide the District with at least thirty (30) days' written notice prior to cancellation, non-renewal, or alteration in the terms of any insurance policy. Licensee shall provide to District a certificate of liability insurance evidencing such coverage. Licensee's insurance shall be primary insurance on all matters involving the Services or this Agreement.

**IMPORTANT NOTICE: THE UNDERSIGNED HEREBY RELEASES THE DISTRICT FROM ANY AND ALL RESPONSIBILITY AND LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE DISTRICT.**

**THE UNDERSIGNED ACKNOWLEDGES READING, UNDERSTANDING AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGE.**

By: Date:  
 (Licensee's Signature)

By: Date:  
 (Licensee's Signature)

**ADDITIONAL TERMS AND CONDITIONS**

1. **LICENSE PERIOD:** The license period shall commence on the earlier of (i) the date on which Licensee takes custody of the Facility or (ii) the start date listed above, and this Agreement shall not terminate until the date on which the Facility and all related Equipment have been returned to the custody of The District in a condition acceptable to The District or until The District signs a written termination of this Agreement; notwithstanding that a different anticipated "Return Date" may be set forth on Page 1 (the "License Period").

2. **OWNERSHIP:** The Equipment shall at all times remain the sole property of The District and its limited use is granted to Licensee under the terms of this Agreement. Licensee shall not sublicense, sublease, rent, transfer, assign, sell, alter, modify, or encumber the Facility or any item of Equipment without The District's prior written consent, which may be withheld in its sole discretion.

3. **SAFEKEEPING/ RISK OF LOSS:** Licensee is responsible for the safekeeping of each and every item of Equipment which shall be held in Licensee's personal care and control throughout the License Period. Licensee agrees and understands that Licensee is responsible for the use and care of the Facility and Equipment and that Licensee shall bear the risk of any loss, theft, damage, or destruction of the Facility or Equipment during the License Period.

4. **INDEMNITY:** Licensee hereby acknowledges that use of the Facility or Equipment may result in serious physical injury or death and Licensee agrees to assume all responsibility for the use and operation of the Equipment. Licensee shall not use the Facility or operate the Equipment in a manner which violates any state, federal, and local laws, regulations, rules, and ordinances. Licensee is solely responsible for compliance with all OSHA regulations affecting the operation or use of the Facility or Equipment. Licensee shall indemnify, hold harmless and defend The District, its directors, officers, employees, agents, representatives, successors and assigns, from all claims, actions, damages, liabilities, and proceedings, including costs and attorneys' fees, arising out of use of the Facility, the Equipment and their use, rental, possession, operation, condition, return, and/or any assistance regarding the Facility or Equipment provided by The District, including without limitation any such claims arising out of negligence or strict liability in tort, which obligations shall survive the termination of this Agreement.

5. **RETURN:** Licensee shall return the Facility and Equipment to The District on or before the Return Date set forth on Page 1 of this Agreement in good condition and repair and in the same condition as existed on the date the License Period commenced. Licensee agrees to reimburse The District for any loss, damage, or repair necessary to bring the Facility or Equipment back into good repair or working order after its return to The District's custody. Licensee agrees to pay The District the full replacement value for any and all Equipment that is lost, stolen, or damaged beyond repair. Licensee consents to charges on its account or credit card for any loss, damage, repair, or cleaning necessary to bring the Facility or Equipment back into good condition or working order after the return to The District's custody or control.

6. **DEFAULT:** Upon any default under this Agreement by Licensee, The District shall have the right to terminate this Agreement, immediately repossess the Facility and Equipment, and recover from Licensee all amounts due hereunder, together with The District's expenses, costs, court fees, repossession costs and attorneys' fees. Licensee agrees to pay The District a late charge on all past due balances until the date paid at the lesser rate of 1.5% per month (18% per year) or the maximum rate of interest permitted by law.

7. **MISCELLANEOUS:** No provision of this Agreement may be waived, modified, amended, abridged, supplemented, terminated, or discharged unless pursuant to a writing signed by The District and

Licensee. All rights and remedies of The District shall be cumulative, and the exercise or enforcement of any one such right or remedy shall not be a condition to or bar the exercise or enforcement of any other. This Agreement shall bind and benefit Licensee and The District and their respective directors, officers, owners, employees, agents, heirs, representatives, successors, and assigns. If any part of this Agreement is determined to be void and unenforceable, the remaining provisions shall remain in effect. Licensee agrees that the exclusive venue for all actions related to this Agreement or otherwise between Licensee and The District shall be in Marshall County, Minnesota and that Minnesota law shall govern any and all disputes or litigation. Licensee hereby waives any and all defenses based on lack of personal jurisdiction or improper venue or forum in any such action(s).

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**For SCHOOL DISTRICT use:**

Event name: \_\_\_\_\_

Event date \_\_\_\_\_ time \_\_\_\_\_

District staff needed - rate \$25/hour/person

\_\_\_\_\_ custodian \_\_\_\_\_ food service \_\_\_\_\_ media

Fee total: \_\_\_\_\_

Certificate of liability insurance: (date received) \_\_\_\_\_

Activities Director:

This request is: \_\_\_\_\_ approved \_\_\_\_\_ not approved

\_\_\_\_\_ (signature) \_\_\_\_\_ (date)

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