



Hatch Valley Public Schools

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QUESTIONS RECEIVED FOR FORM 470 # 250004843 E-RATE C2 EQUIPMENT SERVICE SPECIFICATIONS

Q. Do you have a lift available for installation?

A: Yes, Hatch Valley Public Schools does have a lift that you can borrow. You must fill out our *Equipment Use Agreement Application Form* and be able to supply the required Insurance Coverage Policy as specified in the Application Form. **See the form below.**

Q. For the 7 sites, do you have an allocation of quantity of APs per site?

A: Yes. As we are replacing our current EOL Wi-Fi access points.

HVHS – 39

HVMS – 29

RGE – 18

HES – 22

GES - 15

**HATCH VALLEY PUBLIC SCHOOLS
PUBLIC SCHOOL EQUIPMENT USE AGREEMENT
APPLICATION**

Application Date: _____

Organization Name("User"): _____

Commercial Group? _____

Street Address: _____

City, State, Zip: _____

Dates Requested: _____

Reservation
Contact Person: _____

Equipment Requested: _____

Phone Number: _____

Pick Up Time: _____

Contact Person: _____
[Person Responsible for the Equipment.]

Return Time: _____

Cell Phone Number: _____

Nature & Location of Proposed Use:

We agree to all provisions of the Equipment Use Agreement and the Exhibits hereto are incorporated herein by reference.

Signed _____
I hereby certify that I am authorized by user to make this
Application and to make all representations on behalf of:

_____ day of _____, 20__

EQUIPMENT USE AGREEMENT

1. General Conditions: This Agreement is entered into between Hatch Valley Public Schools (“School District”)

and _____ for the use of _____
 (“User”) (Equipment to be borrowed)

between _____ and _____. The above named User and
 (Time and Date) (Time and Date)

School District agrees, in consideration of the promises and representations made by user in the Application, all of which are deemed material and made by the user intending the School District to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. The School District does not guarantee the suitability of the equipment or of the equipment’s contents for the uses intended by the User. User agrees that in the event this Permit is canceled by User, or due to User’s failure to meet Agreement requirements, refunds of any fees paid by User will be at the discretion of the School District. Any change to this Equipment Use Agreement shall be made in writing at least five (5) business days prior to the date of the event and subject to approval by the School District.

2. Lawful Use: The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the School District, which are attached hereto **the User shall not** (if applicable to equipment borrowed):

Allow use, transport or storage of alcohol, illegal drugs and tobacco which are prohibited on all school property at all times

Allow transport of guns on school property except for those in the possession of duly certified law enforcement personnel.

Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.

Allow use, transport or storage of hazardous materials, including pyrotechnic devises, fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.

The User Agrees to Return the Equipment clean and in the same repair as borrowed

If Heavy Equipment is requested, Insurance may be required for the user written by a company acceptable to the New Mexico Public School Insurance Authority (“Authority”) of at least \$1,000,000 per occurrence naming the school district as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so. User shall not allow access to the equipment without securing an Accident Waiver and Release or Liability Form.

Notice of Accidents: All users shall give written notice to the school facility of any accident resulting in bodily injury or property damage occurring on School District premises or in any way connected with the use of the School District equipment within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

Damage to User's Property: The School District assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought near the borrowed equipment during the term of this Agreement.

Insurance: General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to the School Facility by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the School Facility and its School Board, Board of Trustees or Governing Body as Additional Insurers, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with the equipment. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the School District no later than 48 hours in advance of the Equipment being borrowed or this Equipment Use Agreement shall be cancelled.

Use by Commercial Groups: Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants in writing that the activity is not sponsored by the School District.

Fees: The attached schedule sets forth fees to be paid for use of the School Equipment. In addition to the use fee, users may be required to reimburse the School Facility for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the equipment and other school property. All fees shall be made by check or money order and shall be made payable to the School Facility. It is inappropriate to pay school employees directly for services in kind or in cash. The fees are payable to the School Facility with the Application.

Clean Up: Users of school equipment shall provide prompt and thorough clean-up and return of all equipment within no more than 24 hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the equipment by school personnel. Users shall ensure that any furniture and equipment moved during the use of the equipment is replaced.

Non-Assignability: This agreement may not be assigned to another party without prior written consent of the School Facility, which consent may be withheld by the School Facility at its sole and absolute discretion.

Choice of Law: This agreement is to be governed and interpreted by the laws of State of New Mexico.

Entire Understanding: This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

Statement of Information: The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the School District, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

Release: User accepts School Districts' equipment as is and releases and discharges the School District, School Board, or other Governing Body and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Equipment Use Agreement including but not limited to User's use of the equipment, its removal and return.

User understands that this Equipment Use Agreement can be cancelled if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.

User's Authorized Representative's Signature: _____

Name of Representative:(Please Print)_____

Title:_____

Approved By:_____

(Representative of School District)

Title:_____

Fee for Use:_____