

ELBERT SCHOOL DISTRICT #200

FACILITY USE AGREEMENT
(Nonschool-Sponsored Activities and Groups)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between _____ (hereinafter referred to as "Facility User") and ELBERT SCHOOL DISTRICT #200(hereinafter referred to as "School District").

In consideration of the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1.0 THE FACILITY

1.1 The School District shall make available to the Facility User the School District's _____

("Facility").
(If necessary, use an Addendum A to more fully describe the Facility.)

1.2 The Facility shall be used by the Facility User for the following purposes only:

1.3 Any use provided for in this Agreement shall be secondary to the primary use of the Facility by the School District. Therefore, any scheduling of the use of the Facility shall not interfere with the School District's primary use of the Facility and the use of the Facility shall be subject to cancellation if, in the School District's sole discretion, use of the Facility at that time will interfere with the School District's primary use of the Facility.

1.4 The Superintendent, Principal, Activities Director or District Secretary will be the School District representative who has the authority and responsibility to schedule or cancel use of the Facility.

1.5 The Facility User shall pay a user fee of a \$ 250.00 key deposit that will be returned when the key is returned, a \$25.00 per use fee or \$100.00 per year which will be renewable on June 1st (use an addendum if more space is required) for activities scheduled and conducted by the Facility User in the Facility.

1.6 Facility User shall be subject to and comply with all applicable provisions of state and federal law, local ordinances, rules, and regulations, and School District policies and procedures, as the same may apply to any aspect of Facility User's use of the Facility.

2.0 MAINTENANCE AND COSTS

- 2.1 The School District shall be responsible for all maintenance except as follows:
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- 2.2 The Facility User shall be responsible for all vandalism or damages other than ordinary wear and tear occurring as a result of the Facility User's use of the Facility. If damage for which the Facility User is responsible occurs, the School District shall determine the reasonable repair costs due the School District and the Facility User shall remit payment in that amount within forty-five (45) calendar days after receiving written notice of the costs.

3.0 SUPERVISION/SAFETY/WAIVER

- 3.1 The Facility User shall be responsible for providing complete and adequate supervision of the Facility and all activities related to its use.
- 3.3 If the Facility User will have unsupervised contact with students, the Facility User must submit to finger printing and/or a criminal background investigation, at the School District's election and expense, prior to such unsupervised contact.
- 3.4 The Facility User is responsible for its own safety and the safety of all persons under its supervision and control during its use of the Facility, and Facility User shall comply with OSHA and all regulations adopted thereunder, if and as applicable.
- 3.5 If requested by the District in writing, the Facility User will require that any person, or, if the participant is a minor, the parent or legal guardian of same, participating in the program or activity described in subsection 1.2 above first sign a Waiver and Release of Liability in the form attached hereto as Appendix A, waiving claims against the School District and releasing the School District from any and all claims, demands, or causes of action of any kind or nature resulting from such participation.

4.0 INSURANCE/INDEMNITY

- 4.1 The Facility User indemnifies and holds harmless the School District, its officers, agents and employees against any claims, damages, awards or other matters of whatsoever nature arising out of or related to use by the Facility User of the Facility.
- 4.2 The Facility User shall maintain in force at all times this Agreement is in effect a the following insurance coverage:
- a. A general liability insurance policy with minimum coverage of \$1,000,000 per occurrence with a \$5,000,000 annual aggregate, including advertising injury, personal injury, premises liability, product/completed

operations coverage and broad form property damage, which policy shall contain an endorsement listing the School District as an additional insured.

b. An Automobile Liability policy covering all vehicles, including hired and non-owned auto liability, used by or in connection with the Facility User in a minimum amount of \$300,000 combined single limit for bodily injury and property damage per occurrence.

c. Workers' Compensation Insurance in accordance with the Colorado Workers' Compensation Act for all of its employees engaged in services related to the Facility User's use of the Facility, and in the event services are subcontracted, the Facility User shall require that each subcontractor provide such Workers' Compensation Insurance for all of the subcontractor's employees engaged in such services.

4.3 The Facility User shall provide to the School District evidence of such insurance by way of certificates of insurance which shall show the School District as an additional insured and which shall provide that such insurance will not be canceled or modified without 30 days' prior written notice to the School District.

5.0 TERM

5.1 This Agreement shall become effective _____, 20___, and expire _____, 20__.

5.2 This Agreement shall automatically be renewed at the expiration date of any term for an additional term of the same length unless either party gives written notice to the other not less than thirty (30) days in advance of the expiration date, stating the intent to cancel this Agreement at the end of the term.

5.3 This Agreement may be canceled by either party with or without cause by giving the other party thirty (30) days written notice.

6.0 MISCELLANEOUS

6.1 This Agreement is the entire agreement between the parties and may be changed or modified only by written agreement of the parties. All previous written or oral understandings and agreements by the parties are superseded by this Agreement.

6.2 This Agreement shall be construed under the laws of the state of Colorado.

6.3 If any of the terms of this Agreement are in conflict with any rule of law or statutory provision, then those terms shall be deemed inoperative and null and void to the extent of that conflict, but the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ELBERT SCHOOL DISTRICT NO. 200

ATTEST:

Secretary, Board of Education

By: _____
President, Board of Education

FACILITY USER

Signature