

Code # _____

**School District #145 - Waverly
Agreement for Use of School Facilities**

THIS AGREEMENT is between School District #145 – Waverly (“the District”) and the following organization and/or individual (“the User”).

User _____

The User desires to use the following facilities and/or equipment of the District on the date(s) and time(s) and for the purpose(s) noted below:

School Building: _____	Area(s): _____

Date(s): _____	Time(s): _____
_____	_____
_____	_____
Purpose(s) of Use: _____	
Equipment/Personnel Requested: _____	
Special Requests: _____	

The District is willing to grant to the User the use of facilities and/or equipment subject to the following charges and all other provisions of this Agreement:

Facility Rental Fee:	\$ _____
Access Charge:	\$ _____
Additional Staff Charge	\$ _____
Equipment Charge	\$ _____
Other Charges:	\$ _____
Total Fees & Charges:	\$ _____

It is agreed between the District and the User as follows:

1. The District will permit the User to use the facilities and/or equipment on the date(s) and time(s) and for the purposes noted above.
2. The User will pay the District the charges noted above.
3. This contract permits the use of only the area(s) and/or equipment noted above. The User agrees to pay the applicable rate for any areas or equipment which may be used, but were not noted above.
4. The User agrees to comply with all District policies, rules, and regulations which govern use of facilities; to be financially responsible for any damages incurred to facilities, grounds, or equipment during the period of use; to have the superintendent as the final determiner as to whether repair or replacement is the appropriate remedy for any damages; to be wholly responsible for the supervision and control of all persons and activities during use; and to defend, protect, indemnify, and hold the District harmless for any and all claims, suits, actions, damages, judgments, or causes of action arising out of or in any way related to use.
5. Unless waived in writing by the District, the User agrees to provide a Certificate of Liability Insurance naming School District #145 - Waverly as an additional insured for the date(s) of use. In addition, the user holds School District #145 – Waverly harmless and agrees to indemnify against all injuries to participants and spectators.
6. This Agreement may be cancelled for any of the following reasons: failure of the User to pay applicable fees or charges for this use or any prior use; failure of the User to reimburse the District for damages incurred during this use or any prior use; evidence satisfactory to the District that User’s use of the facility would violate a District policy, rule, or regulation or would be illegal; any violation of the terms and conditions of this Agreement; any change in the school activities that presents a conflict with the use; snow or ice accumulations or weather concerns which would require additional costs for the District; failure of the User to maintain required liability insurance or failure to keep a current Certificate of Liability Insurance on file

for the date(s) of use; any other event or circumstance which, in the opinion of the administration, necessitates cancellation of the use.

7. In the event this Agreement is cancelled, the District shall not be responsible for any damages (including consequential damages) incurred by the User as a result of cancellation.
8. In situations where no advanced cancellation notice has been received by the District and the User does not appear at the scheduled time, the District personnel assigned to this use shall remain available at the facility for one hour before securing the building, and an access fee will be assessed to the User.
9. District staff must be present when kitchen facilities, auditoriums, and other such areas (as may be determined by the administration) are being used. The User shall pay the District for expenses when additional staff is required.
10. In the event of significant snowfall or ice accumulation, prior to a use of District facilities, the District's business manager will make a determination as to whether or not snow or ice removal is required. If required, and removal is not necessary for other school-related activities, the scheduled use shall be canceled, or, if mutually agreed to by the User, the snow or ice will be removed by District personnel and an additional charge will be assessed to the User.
11. All snow or ice removal on District property must be made by District personnel or by properly insured independent contractors approved by and working for the District, and the User will not be permitted to engage in snow or ice removal activities. The User will not be permitted to hold activities on District property without proper snow or ice removal.
12. The User will make all reasonable efforts to ensure that vehicles parking on district grounds shall be properly parked during this use. Vehicles improperly parked shall be subject to towing from district grounds at the owner's expense, and improper parking shall include, but not be limited to, parking in driveways or throughways, parking over painted stall lines, parking on sidewalks, and parking on grassed areas.
13. The User will not permit any use of tobacco, alcohol, or controlled substances in district buildings or grounds.
14. If the District grants a key to the User, the key is to be picked up the business day before the activity and returned the next business day after the activity. The User is responsible for the locking and securing of the building when the activity has concluded.

Building Administrator

Central Office Official

User

Date

Date

Date