

LEAD-DEADWOOD SCHOOL DISTRICT

FACILITY USE AND EQUIPMENT AGREEMENT

The School Board of the _____ School District has determined that allowing _____ to use the facilities listed below would constitute a community service, as that term is used in SDCL 13-24-20.

Please list the specific facility and equipment to be used:

The use of the facility listed above is for use _____ between the hours of _____. The fee for the use of the facility shall be _____. Rules for use of the facility and equipment have been prepared by the administration and are attached hereto as Exhibit 1 and incorporated herein by this reference.

NEITHER THE SCHOOL DISTRICT, THE SCHOOL BOARD, NOR ANY OFFICER OR EMPLOYEE OF THE SCHOOL DISTRICT IS LIABLE FOR ANY INJURY THAT OCCURS AS A RESULT OF THE USE OF THIS FACILITY, REGARDLESS OF THE CAUSE OF INJURY, INCLUDING THE DESIGN, MAINTENANCE OF AND CONDITION OF THE FACILITY AND EQUIPMENT USED UNDER THIS AGREEMENT.

THE _____ AND ITS MEMBERS, OFFICERS, AND EMPLOYEES ARE LIABLE FOR DAMAGE TO PROPERTY AND PERSON THAT MAY ARISE AS A RESULT OF THE USE OF THIS FACILITY, AS PROVIDED IN SDCL 13-24-20, AND ARE LIABLE FOR REPLACEMENT COSTS TO RESTORE THE FACILITY OR EQUIPMENT UTILIZED PURSUANT TO THIS AGREEMENT.

SDCL 13-24-20 provides:

The school board may rent or grant the use of school facilities, motor vehicles or land belonging to the school district for any purposes, which it considers advisable as a community service for such compensation as it determines. The use may not interfere with school activities. Any person or persons or public body using such school facilities motor vehicles or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any suit for damage, which might arise as the result of such use or occupancy.

Pursuant to this agreement, “any and all damages” stated in the statute above shall mean replacement costs.

This agreement is not valid and the facility may not be used unless this Agreement is signed by the person or organization submitting the request prior to the facility use. In addition to the liability undertaken herein by the person or organization using the facility, such person or organization is responsible to leave the facility in the manner in which it was found, without exception, including without limitation that any areas used be left clean and neat and all equipment be returned in the same condition it was when the use was granted.

Board Chairman, Superintendent or Business Manager Date

I have read the foregoing Agreement and agree with its terms. I understand that I, individually, and the organization I represent are liable for any damages, as above defined as replacement costs, caused to the facility, and any damages or injuries that may occur to any person as a result of the use of the facility.

NAME OF ORGANIZATION

Signature of individual or representative Date