



Jemez Valley Public Schools
8501 HWY 4
Jemez Pueblo, New Mexico 87024

AGREEMENT FOR USE/ RENTAL OF SCHOOL FACILITIES

Name of Sponsoring Organization: _____

Name of Facility being requested: _____

Date (s) facility to be used: _____

Time(s) facility to be used: _____

SCHEDULED SCHOOL FUNCTIONS WILL TAKE PRESEDENCE OVER THE AGREEMENT FOR THE USE OF THESE FACILITIES.

Only those individuals listed in the agreement have permission to use the facilities.

Contact Person: _____

Phone Number: _____

Nature of Proposed Use: _____

Is set up time required? Yes No.

If so, date & time requested for set up: _____

Fees (if any) _____

Fees received by cash/check: _____ Fund No. 11000.41910

I, _____, DO HEARBY TAKE FULL RESPONSIBILITY FOR THE ABOVE-NAMES BUILDING AND WILL, IN CASE OF DAMAGE TO SAID BUILDING, PAY TO THE JEMEZ VALLEY PUBLIC SCHOOL THE COST OF ITS REPAIR OR REPLACEMENT.

Signed: _____ Date: _____

Signature of Superintendent (ONLY)

Hold-Harmless Agreement attached hereto.....

Certificate of Liability Insurance.....

HOLD-HARMLESS AGREEMENT

SCHOOL FACILITY: _____

USER'S NAME: _____
(If group,
Representative): _____

The Jemez Valley Public Schools and its staff do not assume liability for any injuries incurred while using the above-named school facility.

As a condition of use, the following Hold-Harmless Agreement must be signed and dated by each user.

THE USER NAMED ABOVE, IN USING THE ABOVE-NAMED FACILITY, DOES SO AT HIS / HER OWN RISK. THE JEMEZ VALLEY PUBLIC SCHOOLS SHALL NOT BE HELD LIABLE FOR ANY DAMAGES ARISING FROM PERSONAL INJURY SUSTAINED BY THE USER DURING THE USE OF THIS FACILITY. THE USER ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGES OR INJURIES WHICH MAY OCCUR TO THE USER DURING THE TIME HE / SHE IS ON OR IN THE FACILITY PROPERTY, AND THE USER DOES HEREBY FULLY AND FOREVER EXONERATE AND DISCHARGE THE JEMEZ VALLEY PUBLIC SCHOOLS, ITS EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSE OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN, ANTICIPATE OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF THE USER'S USE OF THE ABOVE-NAMED FACILITY.

**The Jemez Valley Public Schools
will not be responsible for the
loss of personal property on
school property.**

Signature of User

Date

(for users not of legal age)

Signature of Parent / Guardian

Date

Send copy to: Superintendent's Office.

RENTAL OF SCHOOL FACILITIES

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School buildings and grounds may be made available for educational, cultural, civic, religious, recreational, governmental, and patriotic groups as defined in 20 USC § 7905 of the Boy Scouts of America Equal Access Act, and general political activities which are sponsored by responsible, recognized organizations, agencies or institutions, provided that the activity does not interfere with the programs and best interests of the district. The Superintendent or designee is authorized to make all approvals and set all conditions for community use of buildings and grounds under the directions contained in this policy. The Board reserves the right to hear appeals on any decision made by the Superintendent.

Site use agreements shall at minimum include a copy of the school's safety rules or safety rules provided by the New Mexico Public School Insurance Authority's risk management provider. The requesting group shall agree to follow the safety rules included with the site use agreement and also agree to follow the liability and risk related rules contained in Subsection G of 6.50.17.8 NMAC prior to use of the school facilities. The school facility 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.

A rental fee schedule shall be prepared by the Superintendent or designee for review and approval by the board on an annual basis.

The Superintendent or designee is authorized to set aside or reduce any scheduled or normal fees when a mutually beneficial relationship is established between the school district and a proposed user of school facilities. The Superintendent or designee shall report to the Board the status of facility uses and waivers on an annual basis. The Superintendent is authorized to act on any rental proposal not covered in this policy and shall report such action to the Board and advise the Board of any needed change in the policy.

It is the intent of the Board that parent-teacher groups, scouting groups, booster clubs, and any other school-related organizations should have the use of school facilities for their regular meetings without charge. When such groups hold special events, any charge for facilities will be calculated on a cost-to-the-District basis.

It shall be the responsibility of the superintendent to assure that adequate supervision of school facilities is provided during periods of community use of facilities.

Official representatives of all groups using school facilities must sign a liability waiver "hold-harmless" agreement. Any non-school-related user group must also provide in advance of use of the facility a certificate of liability insurance which names the district as an additional insured. Representatives of all groups must also sign a form, which indicates acceptance of responsibility for the care and supervision of the facilities and for payment of the rental charges, if any.

The user of facilities is required to obtain the required original "Certificate of Insurance" or other acceptable evidence of insurance in a form satisfactory to the Superintendent and in an amount not less

than the coverage limits stated in the New Mexico Tort Claims Act, NMSA 1978, § 41-4-19. Any Insurance coverage maintained by the District shall be limited to excess coverage beyond that of the private user's.

The Superintendent may, when it is deemed to be in the best interest of the district, require a cash deposit above the rent to be charged to cover damage to rental property. The deposit, less payment for damage done beyond wear and tear on the property, shall be refunded within thirty (30) days. Keys to school facilities shall not be issued to, nor loaned to, persons not employed by the board of education.

Rental charges in this policy are for the facilities only and any normally required furniture. Other charges shall normally be added when special equipment, custodial, technician, or security support is to be provided to the facility user.

All agreements for use of school facilities terminate as of June 30 each school year.

Legal Reference:

20 USC § 7905 of the Boy Scouts of America Equal Access Act

New Mexico Tort Claims Act, NMSA 1978, § 41-4-19

6.50.17.8 NMAC