

# USD 327 Facility/PAC Use Request

(Form must be completed and returned to the district office to be considered)

Group Requesting Use: \_\_\_\_\_

Individual Requesting Use: \_\_\_\_\_ Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

Responsible individual who will be present at the event \_\_\_\_\_  
Phone \_\_\_\_\_

Email: \_\_\_\_\_  
(If you want confirmation by email. This is not required if you want us to send by mail.)

Facility Requested: EJSHS KMS EES PAC Commons Kitchen\*  
Gym Outside area (i.e. track, practice field)

Date(s) of Event \_\_\_\_\_ We need doors opened at \_\_\_\_\_  
Doors can be closed at \_\_\_\_\_

Starting time of event \_\_\_\_\_ Estimated ending time for event \_\_\_\_\_

Purpose \_\_\_\_\_

Equipment needed: \_\_\_\_\_  
(i.e. sound, control booth, concessions, lobby, lighting, tables, band room, chairs, PA)

Admission Fee \_\_\_\_\_

Donations Solicited? YES NO Participation Fee? YES NO

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Notes for PAC use: Aisles should remain clear at all times. **NO FOOD OR DRINK ALLOWED IN PAC** An additional fee of \$50 will be added to charge if sponsoring organization does not enforce PAC food and drink rule.

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**OFFICE USE ONLY** Approved / Disapproved

Facility Use Fee \$ \_\_\_\_\_ Kitchen Use Fee \$ \_\_\_\_\_  
\*\*(Will invoice after event, based on custodial time and facility use fee schedule)

**PAC Supervisor** \_\_\_\_\_ **Facility Supervisor** \_\_\_\_\_

**Kitchen Supervisor** \_\_\_\_\_ **Building Principal** \_\_\_\_\_

**Superintendent** \_\_\_\_\_

Send all four completed pages to: District Office  
145 West 15<sup>th</sup>  
Ellsworth, KS 67439

**\* Use of kitchen area requires following the attached rules or an additional charge will be assessed**

**Rules for using the USD #327 kitchen area**

Please indicate below what is requested. (i.e. times, utensils needed, appliances, etc)

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Name and phone number of contact person: \_\_\_\_\_

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1. The kitchen area will be left in the same condition that it was before use.
2. Designated person who will be present and responsible to see that the rules are followed. Name \_\_\_\_\_
3. A USD 327 district cook will be available to answer questions or help, if needed. Her responsibility is to oversee, answer questions and give guidance. Her job is not to cook or clean.
4. Nothing will be done without prior approval from the Food Service Manager and/or the building principal.
5. All leftover food will be removed from the kitchen the same day.
6. There will be a fee for kitchen usage over and above the regular fee for facility use. The amount will depend upon what is used.

**RELEASE OF LIABILITY AND AGREEMENT  
TO INDEMNIFY AND HOLD HARMLESS FOR LOSSES OR CLAIMS MADE**

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\_\_\_\_\_, (Name of person or organization)  
of \_\_\_\_\_ (Address), Kansas hereinafter  
referred to as Property User hereby promises, covenants and agrees to **release, indemnify, repay and hold harmless** Unified School District No. 327, Ellsworth, County Kansas, its Board of Education, Board Members, Administrators, Teachers, Officers, Employees, and Agents, hereinafter collectively referred to as "the School", from all liability and claims arising from any actions and activities of the Property User and to Indemnify and Hold Harmless, the School for losses or claims resulting from Property Users activities as hereinafter set forth. Said release, indemnification, and hold harmless agreement is given in consideration of Property User being granted the right to use the property, equipment and facilities of Unified School District No. 327, Ellsworth County, Kansas, hereinafter "property" for the following purpose(s) or activities:

\_\_\_\_\_

\_\_\_\_\_

**RELEASE OF LIABILITY : Property User hereby assumes the risk of any and all injuries that may be sustained by Property User, it's members, any participants, any spectators, any guest, invitee, patrons, customers, trespassers, or any other persons on or using the property of the School at any time or for the above described or related purposes.** Property User agrees to remise, release, and forever discharge the School its Board of Education, Board Members, Administrators, Teachers, Officers, Employees, and Agents from any and all actions, suits, damages, claims, or judgments that may result from any personal or property injury sustained to anyone or anything by virtue of Property Users use of Schools Property.

**INDEMNITY: Property User assumes the risk and responsibility for all claims, damage, loss, cost and expense, and agrees to indemnify and hold harmless the School, its Board of Education, Board Members, Administrators, Teachers, Officers, Employees and Agents from and against any and all claims, liability, damage, loss, cost and expense** (including attorney's fees, court cost, witness fees, cost of experts and any and all other cost or expense of whatever kind or nature) which may be made against, accrue to, or be sustained by the School, Board of Education, Administrators, Teachers, Officers, Agents, or Employees on account of any claim, suit, or action made or brought against the School, its Board of Education, Board Members, Administrators, Teachers, Officers, Agents, or Employees for the death of, or injury to any person or persons, or for damage or destruction of any of the property.

**PAYMENT FOR DAMAGE TO PROPERTY:** Property User agrees to pay for any and all damages to the Schools property, and to pay the School the full cost of repair or replacement for said property.

The School, its Board of Education, Board Members, Administrators, Teachers, Officers, Agents, and Employees make no statement as to the condition of the property, and Property User hereby acknowledges that many activities present risks and hazards to both those participating in an activity and those otherwise upon the premises of the school due to the activity or activities of the Property User. Property User acknowledges that injury, death, or damage to property, may occur from any and all human activities and having full knowledge of same agrees to enter into this Release, Indemnification, and Hold Harmless Agreement.

Property User represents and warrants:

- (a) Property User has taken all necessary action to authorize the execution of this Release, Indemnification and Hold Harmless Agreement on its behalf and authorized the undersigned to execute same.
- (b) Property User will use the Schools property in accordance with school policies and requirements and its application for use thereof, if any.
- (c) Property User will use the Schools property only for the purposes set forth above and will not use said property for any immoral or illegal activity.
- (d) Property User understands and agrees the School may terminate Property Users use of the School property at any time for any reason or for no reason, regardless of any prior or subsequent agreement or usage.

Property User is hereby advised that Property User should obtain liability insurance for Property Users activities and that any liability insurance obtained should name the School, its Board of Education, Board Members, Teachers, Officers, Agents, and Employees as additional insured under said policy. The Release of Liability and Agreement to Indemnify and Hold Harmless for Losses or Claims Made is binding upon the party and/or group executing same and all being executors, administrators, and successors thereof.

\_\_\_\_\_  
Signature of Requesting Party

*State of Kansas, Ellsworth County, ss:*

*Be It Remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for the County and State aforesaid, came \_\_\_\_\_, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.*

*In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.*

\_\_\_\_\_  
Notary Public

*My commission expires \_\_\_\_\_*