

FACILITIES RENTAL AGREEMENT

This agreement is made between _____ and the Beresford School District #61-2 for rental of a school facility for the purpose of _____

on _____, at _____.

The lessee agrees to pay as rent the amount of _____, for the rent of:

- _____ Elementary Gymnasium
- _____ Elementary Commons
- _____ High School Gymnasium
- _____ High School Lobby
- _____ Wrestling Room
- _____ Multi-Purpose Room
- _____ Athletic Complex (football field/track)
- _____ Stadium Picnic Shelter/Restrooms/Concessions

This is in accordance with the following schedule per day:

- a) For-profit organizations
 - Elementary Gymnasium \$250.00
 - Elementary Commons \$100.00
 - High School Gymnasium \$300.00
 - High School Lobby \$100.00
 - Wrestling Room \$200.00
 - Multi-Purpose Room \$200.00
 - Athletic Complex (football field/track) \$300.00
 - Stadium Picnic Shelter/Restrooms/Concessions \$200.00

b) Non-profit organizations Rental: \$ 0.00

c) Floor covering \$100.00

d) Use of kitchen \$100.00

e) Janitor fees will be charged at a minimum of \$25.00/hour for clean-up when his or her presence is warranted during the program or for work required before and/or after the program.

The lessee agrees to abide by the rules set forth by the Board of Education for auditorium rental.

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 the 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 used 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 belong to the school district for any purposes which is 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 Chairperson, 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

Individual or Representative

Date

Legal Ref.: SDCL 13-24-20

[January 2012] {Reviewed December 2013} [August 2019]