

District Facilities Use Application

APPLICANTS PLEASE NOTE:

Approval of this request is based on:

- No admission fee may be charged to your event;
- Certification of insurance – Hold District Harmless;
- Fulfilling the requirements outlined in this application;
- Fulfilling additional requirements specific to your event;
- Availability of authorized district staff to supervise your event on the date requested (we have limited staff.)

Part I

Organization/Business/Group Requesting Use:

Address:

Contact Person:

Phone:

Event Name:

Date Requested:

Facilities Required:

Time Frame of Event:

Please describe in detail the event, how you will use the requested facilities, and the number of people you expect to attend.

Part II

Organizations/Businesses/Groups that pay for the use of the school facilities shall complete a **HOLD HARMLESS STATEMENT** and shall be required to **provide a certificate of proof of insurance** before a final authorization is granted.

HOLD HARMLESS AGREEMENT

I (name) _____ am authorized to act on behalf of the organization/business/group _____, seek to use Black Butte School District facilities as described in Part I. On behalf of the named organization, business, or group, I agree as follows:

1. To pay charges for the use of the facilities and District staff as described in Part I;
2. To reimburse the District for any damages to the facilities during the course of the setting up or taking down for the event and the event itself;
3. To obtain/have in force liability insurance coverage in the amount of \$500,000 to cover myself and/or the named organization/business/group for the event in question;
4. To indemnify and hold harmless Black Butte School District, its agents, employees, school board members, and any other person acting on behalf of the District against loss or expense, including attorney’s fees, by reason of bodily injury, property damage, personal liability, or any other judgment arising out of the negligent or intentional acts of myself, my employees, my organization/business/group, or any other persons acting on my behalf or on behalf of the organization/business/group.

This Agreement applies to my use or my organization/business/group’s use of Black Butte School District facilities or any other obligation, which I have arising out of use of the District’s premises or operations.

It is further understood that in the case of any legal action filed against the District, at the option of the District, I and/or the named organization/business/group shall defend with appropriate legal counsel and shall further bear all costs and expenses, including expenses of counsel in defense of any suit arising hereunder.

Organization/Business/Group Authorized Signature

Date

Part III

INSURANCE REQUIREMENTS

Comprehensive General Liability insurance with the Broad Form Comprehensive General Liability endorsement providing coverage against all claims for the bodily injury and property damage occurring in or upon or resulting from facilities licensed hereunder, such insurance to offer immediate protection in the amount of \$500,000 and such insurance shall include Blanket Contractual Liability coverage which insures contractually liability under the indemnification of the Black Butte School District as set forth below:

1. License shall maintain with respect to each policy or agreement evidence of such insurance endorsement as may be required by Black Butte School District and shall at all times deliver and maintain with Black Butte School District a certificate with respect to such insurance in form acceptable to the District Office staff;
2. Licensee agrees to provide all required certificates of insurance to Black Butte School District at least 15 prior to the time of use;
3. The parties agree that the specific coverage limits of insurance in no way limit the liability of the license;
4. Licensee shall obtain written agreement on the part of each insurance company to notify Black Butte School District prior to cancellation or nonrenewal of any such insurance.

Organization/Business/Group Authorized Signature

Date

Part IV

LAWS – RULES – REGULATIONS

1. All agents and employees with the Licensee’s use of the facilities shall abide by, conform to, and comply with all laws of the United States and the State of Oregon, and all ordinances of Jefferson County.
2. The sale of or use of tobacco, alcoholic beverages, and controlled substances are strictly prohibited in or on the Black Butte School District property.
3. All Oregon laws related to weapons on or in Black Butte School District property apply.
4. All security services including peer-group security desired by the Licensee shall be arranged for by special agreement with the authorized Black Butte School District staff and shall be paid for by the Licensee.
5. The Black Butte School District shall have the sole right to collect and have custody of articles left in the building or on the grounds.
6. Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the authorized Black Butte School District staff.
7. Authorized Black Butte School District staff must approve all proposed concession and souvenir items prior to granting approval of facility use.

Part V

ADDITIONAL REQUIREMENTS

Upon review of each specific facility request and proposed event, Black Butte School District may require the Licensee to provide such items as porta-potties, parking attendants, etc.

Part VI

RENTAL FEE STRUCTURE

The rental fee for the facilities will be based on a base rate for the facility and at the rate of \$20 per hour for authorized district staff to supervise the event.

Part VII

STATEMENT OF AGREEMENT

I agree and understand all of the above contained within this **Facilities Use Application**. I agree that said school property will be used as described on page 1 of this document and in accordance with the rules and regulations of the Board of Black Butte School District.

Organization/Business/Group Authorized Signature

Date