

**Winston-Dillard
School District 116**

Code: **KG-AR(2)**
Revised/Reviewed: 7/10/02; 5/25/11; 10/08/14;
4/12/17
Orig. Code(s): KG-AR

District Facility/Building Use Agreement

Name of User/Business/Group ("User"): _____

Phone Number: _____ Email: _____

Address: _____

Name of Requested Facility: _____ Date(s) of Use: _____

Contact Name: _____ ODL# _____

Gym Door Code: _____ Key (if issued): _____ (date issued)/_____ (date returned)

Time of Use: From _____ to _____ Description of Activity: _____ ("Activity")

Verification of Insurance: Yes No Fees if any paid in advance: Yes No

1. **Indemnification:** In consideration for use of the Winston-Dillard #116 School District's ("District") property, User agrees to hold harmless, waive, release, indemnify, defend, and discharge the District from all liability and claims arising from User's use of the District's property. User agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from the District's negligent acts. "District" includes its Board of Directors, including the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, and costs (e.g. medical costs and attorney fees). **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers or guests.**
2. **Insurance:** User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and *to name the District as an Additional Named insured* under the general liability insurance policy.
3. **Property Damage:** User agrees to reimburse the District for damage to the District's property that is caused by User and User's members, employees, agents, contractors, suppliers, or guests. As used in this agreement, "Property" includes any property or equipment owned by the District and utilized by User as a result of this agreement.
4. **Alteration, addition or improvement:** User shall not make alterations, additions, or improvements to Property. If User makes an alteration, addition, or improvement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the Property to its original condition at User's expense. These expressly stated remedies are in addition to all other available remedies.
5. **Maintenance, Cleanup, Repairs:** At User's sole expense, User agrees to maintain, clean up, and repair Property to an equal or better condition than when it was received. As determined in the District's sole discretion, User agrees to compensate the District for any maintenance, cleanup, or repair required as a result of User's use of any Property.

6. **Right of Entrance:** The District retains the right to enter, occupy, or possess any Property at all times during the life of this agreement.
7. **Accessibility:** The District warrants that the Property complies with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with User’s use of any Property.
8. **Anti-Discrimination Policy:** User warrants that it does not discriminate on the basis of race, color, creed, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District’s anti-discrimination policy.
9. **Bloodborne Pathogens:** User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.
10. **District’s Name/Logo:** All uses of the District’s name or logo must be approved in writing by the District prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.
11. **District’s Policies:** User agrees to follow all applicable laws and regulations, including District rules and policies (“laws”). If at any time the User violates any laws, then the User shall either immediately discontinue use of the Property or immediately surrender the Property upon demand of the District.
12. **Modification:** No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District.
13. **Severability Clause:** This agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
14. **Waiver:** Failure by the District to enforce any provision of this agreement shall not be deemed a waiver of the provision or modification of this agreement. A waiver by the District of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.
15. **Licenses:** User agrees to obtain, maintain, and provide proof of licenses. “Licenses” means any license, permit, or other certification required by law for User to engage in the Activity.

User certifies to have read this document and fully understands its contents.

Signature of User or User’s Authorized Representative

Date

Signature of Principal

Date

Submit completed form to the school office at least three days prior to requested use of facility.

Original to: Facility user

Copies to: School principal, custodial staff