

FACILITIES USE AGREEMENT
Shelby School District #14

ORGANIZATION OR INDIVIDUAL REQUESTING USE _____

FACILITY REQUESTED _____

DATE AND HOURS OF REQUESTED USE _____

PURPOSE OF USE _____

CONDITIONS OF FACILITIES USE

Use of District Facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. No illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. Adequate supervision is provided by the requesting organization or individual to ensure proper care & use of District facilities.

RENT AND DEPOSIT

The sum of \$ _____ shall be paid to the District by the requesting organization or individual as rent, for the premises and as payment of special services, if any, provided by the District. This shall be due no later than the day before the requested use of the facility. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises.

INSURANCE AND INDEMNIFICATION

The requesting organization or individual, by signature, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injuries or death to any person or damage to any property of any kind in connection with the organization or individual's use of the District facility which are not the result of fraud, willful injury to a person or property or the willful negligent violation of a law.

The requesting organization or individual shall provide the District with a Certificate of Insurance prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility.

OBLIGATIONS OF LESSEE

1. User will maintain the premises clean and free of debris at all times.
2. User will repair and pay for all damages to the premises, caused by its employees, patrons, agents, or members of its operation on the premises.
3. User will permit the District and its agents, free access to enter into and upon the premises at all reasonable times, for the purpose of inspecting the same and to make any necessary improvements.
4. User acknowledges it has received a list of additional obligations, and it hereby consents to those obligations and agrees to adhere to and follow the same, which are hereby part of this agreement.
5. User will comply with all city, county, and state ordinances, regulations, and statutes applicable to User's use of the premises.
6. User at all times will cooperate with District personnel.

Additional needs or obligations: _____

NON-DISCRIMINATION

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Montana Human Rights Act and the Government Code of Fair Practices.

Requesting Organization Representative or Individual _____

Date _____ Address _____ Phone _____

Approved _____ Date _____

Superintendent