FACILITY USE AGREEMENT

Organization or Individual Requesting Facility Use: _____

Facility Requested _____

Date and Hours of Requested Use _____

Purpose of Use: _____

Premises and Conditions

1. Conditions of Facility Use – Use of District facilities is conditioned upon the following covenants:
    a. 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.
    b. No illegal games of chance or lotteries will be permitted.
    c. 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.
    d. The requesting organization or individual to ensure proper care and use of District facilities provides that adequate supervision.

Rent and Deposit

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of $ _____, and this is due _____ days in advance. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has the use of the premises.

Insurance and Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend and hold harmless the District and any of it's 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 persons 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 or 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 the amount not less than $1,000,000 for

injuries 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.

Non-Discrimination

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Idaho Human Rights laws and federal anti-discrimination laws.

Dated this _____ day of _____, 20 ____.

Highland School District: Requesting Organization/Individual:

By: _____ By _____

Address _____

City, State _____

Phone _____

Additional Obligations:

_____

_____

_____

• • • • • • •

LEGAL REFERENCE:
Board Action

ADOPTED: 6/13/05

AMENDED: