

Hill City School District 51-2 Facilities Use Agreement FOR COMMUNITY USE

I would like to use the _____ (room/area) of the Hill City School District
_____ (school/building) on _____
(days/dates) between the hours of _____ and _____
for the purpose of _____

School Employee Support Requested (Dates/Times): _____
(Personnel will be assigned by district.)

THE USER UNDERSTANDS AND AGREES TO ALL OF THE FOLLOWING:

1. All rental charges and other fees will be paid prior to use of facilities. If additional charges are assessed, the fees will be paid immediately after the usage. (Rental charges and other fees will be assessed at the time of request.) There will be a \$500.00 cleaning and damage deposit payable after Agreement is approved. Deposit checks will be returned via mail providing the facility is left in the condition found. This will be verified by the custodian/supervisor on duty.
2. The USER will contact the school shortly before the intended use date to give specific times for someone to unlock and lock the building. Keys will not be issued to USER. The USER will abide by all applicable school policy regarding use of school facilities.
3. Any school district use has priority. This Agreement may be negated to accommodate school district use if needed.
4. Adult supervision must be present in the building(s) at all times during use, and supervisors will be held responsible for actions of persons in the building. There must be 1 adult per 12 students/minors.
5. The USER 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 utilized pursuant to this agreement. SDCL 13-24-20 provides: Use of school facilities or buses for other community or commercial purposes--Compensation--Liability for damages. The school board may grant the use of school facilities, computers, motor vehicles, or land belonging to the school district for any purposes which it considers advisable as a community service for such compensation as it determines. The use may also include a contract with a vendor that sells soft drinks or other concessions on school property. The use may not interfere with school activities. Any person or persons or public body using such school facilities, computers, 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 damages which might arise as the result of such use or occupancy, including the use of school computers by students.
6. There will be no use of illegal drugs, tobacco products, or alcoholic beverages by any participants or spectators while on school property. All pertinent school policy, protocol, and procedure will be observed. USER will assure that said policy will be enforced, and USER will be responsible for any negligent acts resulting from violation of this policy. Any inappropriate behavior toward school personnel/employees will void this Agreement, and USER will not be allowed to use the facilities.
7. Notwithstanding SDCL 13- 24-20, which states that the school district is not liable for any damages which might arise as the result of such use or occupancy, the applicant must submit with the application for use of a school facility a certificate of insurance, verifying that the applicant has for the activity for which use of the school facility is requested general liability insurance with minimum limits of liability in respect to bodily injury or death of \$500,000 for each person and \$1,000,000 for each occurrence, and in respect to property damage of \$100,000 for each occurrence. However, receipt by the District of such verification does not constitute and shall not be deemed a waiver by the District of the immunity for liability granted to the District by SDCL 13-24-20. If a certificate of insurance is not provided, the individual applying for facility use consents that, by signing the facility use agreement, he/she assumes all and exclusive responsibility and liability for any injury to persons, damage to school facilities or school personal property that may result from use of said facility and that he/she agrees to indemnify and hold the District, its agents and servants, and employees harmless from and against all claims and expenses for it, including attorney fees. The District shall be indemnified from any claims, demands, losses, injuries or damages to persons or property which may be sustained by reason of the use of the approved facilities together with reimbursement for any legal fees or costs incurred as a result of any such claim or demand, except liability arising from the District's own negligence
8. **BLOCKING OF DOORS IS PROHIBITED.**
9. USER is responsible for seeing that facility is properly secured after use. USER is responsible for cleaning the facility after use. **SEE MINIMUM CLEANING REQUIREMENT ON BACK OF AGREEMENT.** Head custodian will inspect the facility after use to ensure proper cleaning. An additional fee (\$40.00 per hour with a minimum of \$40.00) will be charged for cleaning of facility if not cleaned to the satisfaction of the head custodian. .
10. **USE OF THEATRE:** (may include music room or high school commons) If a production or event needs the use of the sound and lighting system, a school employee who has experience and training in the system/equipment will be available at the rate of \$40.00 per hour. Only authorized school personnel may operate the sound and lighting system/equipment of the high school facility.
11. If the superintendent determines a custodian and/or other school district employee should be present during the entire time period(s) covered by this Agreement, a \$40.00 per hour per employee fee will be charged.
12. The school district facilities are not designed nor intended for long-term commercial use either during the school year or during summer vacation months. See policy KG.

SCHOOL DISTRICT USE

Rental Fee _____
(If waived, must be approved by school board)

Damage Deposit _____

Technician Fee _____

TOTAL FEES DUE _____

Approved by _____

Date _____

USER

Signature of responsible person
(Person(s) signing this document must be an adult and must be present when facilities are in use.)

User Name _____

User Address _____

Phone # _____

Date _____

USER: 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.

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

- (1) All users of the building will provide responsible adult supervision. Persons will not be allowed in the building until the adult supervision is present. The supervisors must remain in the building until all the participants have left and the building is secured.
- (2) All applicants for use of district facilities shall hold the Hill City School District 51-2 free and without harm, from any loss or damage liability or expense that may arise during or be caused in any way by such use or occupancy of district facilities
- (3) Any person, public body, or group given permission to use school facilities shall be responsible to the District for all damages that may be caused by reason of such use or occupancy.
- (4) The school buildings will not be used for overnight stays except for school-sanctioned events or emergency situations.

Alcoholic beverages and illegal drugs/substances are not permitted on school grounds. Tobacco use is not permitted

MINIMUM CLEANING REQUIREMENTS AFTER FACILITIES USE

- FLOOR: Dust or mop entire floor.
- FOOD: This is permitted provided it is not abused. Spills will need to be cleaned up as soon as possible.
- TRASH: All trash must be taken out and put in the dumpster.
- RESTROOMS: Clean sinks, stools, urinals, etc. Damp mop bathroom floors and hallway leading to the bathrooms.
- LIGHTS: These need to be shut off upon leaving the facility. Check bathroom, locker rooms, hallways, stage area, and gym lights. (Whatever area the USER has permission to use.)