

**(ALL SECTIONS MUST BE COMPLETED)**

# **A**PPPLICATION FOR USE OF FACILITIES

**Application Date:** \_\_\_\_\_

**Name of Applicant Organization/Individual:** \_\_\_\_\_

**Type of Organization (check one):**

- School or curriculum-related student club or organization
- Student District-sponsored group
- School District-related group
- Local government
- Educational institutions
- Other not-for-profit group or youth organization
- Other private or individual for-profit group
- Individual Person

**Reason for Request:** \_\_\_\_\_

**Address of Organization/Individual:** \_\_\_\_\_

Street City State Zip

**Name of 1<sup>st</sup> contact person:** \_\_\_\_\_ **Phone number** \_\_\_\_\_

**Name of 2<sup>nd</sup> contact person:** \_\_\_\_\_ **Phone number** \_\_\_\_\_

**E-mail Address of Contact person(s):** \_\_\_\_\_

**Non-profit status (attach a copy of 501C 3 IRS letter required as proof):** Yes \_\_\_ No \_\_\_

**City/County/State Permits Required:** Yes \_\_\_ No \_\_\_ **Attached:** Yes \_\_\_ No \_\_\_

**Name of Facility requested:** \_\_\_\_\_

**Location of area requested:** (specifically limited to this area)  
\_\_\_\_\_

**Date(s) of event:** \_\_\_\_\_ **Schedule Attached:** Yes \_\_\_ No \_\_\_

**Set Up Times Required?** Yes \_\_\_ No \_\_\_ **If Yes, time required for set up:** \_\_\_\_\_ hrs.

**Time facility needs to be Opened** \_\_\_\_\_ am/pm **Closed** \_\_\_\_\_ am/pm

**Actual time of event: Start** \_\_\_\_\_ am/pm **Finish** \_\_\_\_\_ am/pm

**Expected Attendance:** \_\_\_\_\_ **Will admission be charged?** Yes \_\_\_ No \_\_\_

**Participation, Registration, Entry Fee, Etc.:** Yes \_\_\_ No \_\_\_ **Amount:** \$ \_\_\_\_\_

**Concessions?** Yes \_\_\_ No \_\_\_

**Concession Area needed?** Yes \_\_\_ No \_\_\_

## **APPLICANT ACKNOWLEDGMENT**

1. Applicant agrees to waive, release, and hold harmless the School District, its Board of Education, its members, administrators, officers, teachers, agents, insurers, and employees, against any claim, demand or cause of action, whether now in existence, or hereafter arising for any personal injury, property damage, or any other cause of action or including claims for interest, costs, expenses, or attorneys' fees, arising out of, resulting from, occurring during or in any way connected with use of the facilities requested herein, whether or not such injury or damage is caused by or contributed to in whole or in any part by any action or failure to act, negligence, breach of contract or other misconduct on the part of the School District, its Board members, administrators, officers, teachers, agents, insurers, and employees.
2. Applicant agrees to be personally responsible on behalf of the user group, participants, and attendees for any damages sustained to the School District facility, furniture, equipment, or grounds occurring through the occupancy or use of the School District facility by the user group, participants, and attendees.
3. Applicant agrees to be responsible for cleaning the School District facility after completion of use. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.
4. Applicant warrants that it will observe all rules, regulations, policies and procedures of the School District, and that the applicant will exercise the utmost care in the use of the School District's premises and property, and will make good any loss or damage to said premises and property which arises during or as a result of applicant's use thereof, no matter what the cause.
5. Applicant agrees that it has received and read the rules, regulations, conditions, and terms of this Application and that the applicant will abide by them and conform to all applicable policies, provisions, rules, and regulations of the School District and its authorized agents that may be communicated to the applicant.
6. Applicant agrees that, in the event the applicant cancels its use of the School District Facilities, refund may not be made and that changes in the date or extension of time may not be approved by the School District.
7. The School District reserves the right at all times to terminate use of the School District facility or to require user, or any participant with user, to leave the School District premises.
8. Lawful Use: The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the School Facility, which are attached hereto (if any), the User shall not:
  - (a) Allow litter or debris and shall keep the premises clean at all times.
  - (b) Allow use of alcohol, illegal drugs and tobacco which are prohibited on all school property at all times.
  - (c) Allow guns on school property except for those in the possession of duly certified law enforcement personnel.
  - (d) Use the facility without providing security as required by the school facility for the type of function they have planned.
  - (e) Allow events involving animals unless they are described in detail in the Application for Use and in compliance with any limitations or restrictions written into the Agreement.  
All animals must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. In the event of ambiguity of language in the Application or Agreement, restrictions on use of animals shall be strictly construed against the User.
  - (f) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the school facility or other official having jurisdiction.
  - (g) Allow building exits to be blocked for any reason.
  - (h) Allow parking except in designated areas.
  - (i) Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.
  - (j) Allow design, placement or construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures without adequate precautions for the safety of those building, using and disassembling such structures.
  - (k) Allow non-fire resistant decorations cover more than 20 percent of the wall area with decorations. Decorations shall never be placed within close proximity to incendiary sources.
  - (l) Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.

**APPLICANT ACKNOWLEDGMENT CONT.**

(m) Allow hazardous materials, including pyrotechnic devices, fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.

(n) Allow amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devices related thereto onto the premises or to be used in any way while occupying the premises except with the express permission of the school facility and on proof of insurance carried by the User written by a company acceptable to the New Mexico Public School Insurance Authority ("Authority") of at least \$1,000,000 per occurrence naming the school facility as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so.

(o) Allow use of playground equipment unless at least one adult supervisor for every fifteen (15) children is in attendance.

(p) Use the school facility without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.

(q) Allow access to areas not specified for use in the Site Use Agreement.

(r) Allow access to any one to School Facilities without securing an Accident Waiver and Release or Liability Form.

9. Notice of Accidents: All users shall give written notice to the school facility of any accident resulting in bodily injury or property damage occurring on school facility premises or in any way connected with the use of the school facility premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

10. Damage to User's Property: The School Facility assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

11. Insurance: General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to the School Facility by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the School Facility and its School Board, Board of Trustees or Governing Body as Additional Insured's, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with the event. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the School Facility no later than 48 hours in advance of the facility use or this Site Use Agreement shall be cancelled.

12. Site Security: The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the School Facility's premises.

13. Non-Assignability: This agreement may not be assigned to another party without prior written consent of the School Facility, which consent may be withheld by the School Facility at its sole and absolute discretion.

14. Choice of Law: This agreement is to be governed and interpreted by the laws of State of New Mexico.

15. Entire Understanding: This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

16. Refundable Damage Deposit is required and will equal 50% of final calculated charge. Refund will only be made after approval of School Principal and Activities & Athletics Coordinator.

17. Fees: The attached schedule sets forth fees to be paid for use of a Gallup-McKinley County Schools Facility.

All fees shall be paid ONLY at Gallup-McKinley County Schools Student Support Center - Office Business Services 640 S. Boardman Dr. and paid by cash or a money order payable to: Gallup McKinley County Schools Attn: Facility Use.

The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the School Facility, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Organization \_\_\_\_\_

### 1. SITE APPROVAL

*(Principal and/or Athletic Director must complete this section)*

**Site Custodian Needed for Event:** Yes No

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_ Number of hours: \_\_\_\_\_

**Open/Closing required by on-call personnel:** Yes No

**Walk-Through:** Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Include in Walk Through:** Site Staff Custodial Maintenance Security Other

Facility Cost \$ \_\_\_\_\_ Custodial Cost \$ \_\_\_\_\_ **Total Amount Due \$** \_\_\_\_\_

See page 5

See page 5

Print Principal/Designee's Name \_\_\_\_\_

Principals or Designee Signature/Date \_\_\_\_\_

### 2. FOR FACILITY SPECIALIST OFFICE USE ONLY

*Date Application Received:* \_\_\_\_\_

**Acknowledge Receipt of Incident Response Information by initial:** \_\_\_\_\_

Approved Disapproved Date approval/denial letter sent out: \_\_\_\_\_

Nonprofit status (copy of 501(C)(3) IRS letter) attached

Certificate of Insurance with School District named as insured attached

Required Permits from City/County/State/Federal \_\_\_\_\_

Print SSC Approvers Name \_\_\_\_\_

SSC Approvers Signature/Date \_\_\_\_\_

Total Amount Due \$ \_\_\_\_\_ Due date: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

Paid: Cash Money Order # \_\_\_\_\_

Received By: \_\_\_\_\_  
Name Date

# FACILITY COST

## TYPE of USER

TYPE I	TYPE II	TYPE III	TYPE IV
GMCS ACTIVITY	GMCS RELATED but outside sponsor	NON-PROFIT	PROFIT

FACILITY	TYPE I	TYPE II	TYPE III	TYPE IV	
AUDITORIUM	\$0.00	\$100.00	\$150.00	\$250.00	HOURLY
CAFETERIA/COMMONS	\$0.00	\$50.00	\$60.00	\$80.00	HOURLY
CLASS ROOM	\$0.00	\$20.00	\$30.00	\$40.00	HOURLY
CLASS ROOM SPECIALIZED	\$0.00	\$75.00	\$100.00	\$200.00	HOURLY
COMPUTER LAB	\$0.00	\$75.00	\$100.00	\$200.00	HOURLY
CULINARY ARTS	\$0.00	\$60.00	\$75.00	\$125.00	HOURLY
GMCS BOARDROOM	\$0.00	\$100.00	\$150.00	\$250.00	HOURLY
GYMNASIUM	\$0.00	\$70.00	\$80.00	\$120.00	HOURLY
KITCHEN*	\$0.00	\$50.00	\$55.00	\$75.00	HOURLY
LIBRARY/MEDIA CENTER	\$0.00	\$50.00	\$55.00	\$75.00	HOURLY

ATHLETIC SITE	TYPE I	TYPE II	TYPE III	TYPE IV	
PUBLIC SCHOOL STADIUM	\$0.00	\$50.00	\$100.00	\$200.00	HOURLY
FOOTBALL/SOCCER FIELD	\$0.00	\$35.00	\$45.00	\$60.00	HOURLY
BASEBALL/ SOFTBALL FIELD	\$0.00	\$25.00	\$35.00	\$50.00	HOURLY
RUNNING TRACK	\$0.00	\$35.00	\$45.00	\$60.00	HOURLY

PERSONNEL	TYPE I	TYPE II	TYPE III	TYPE IV	
COOK	Schedule	\$24.00	\$24.00	\$24.00	HOURLY
CUSTODIAL	Schedule	\$24.00	\$24.00	\$24.00	HOURLY
GROUNDS	Schedule	\$28.00	\$28.00	\$28.00	HOURLY
MAINTENANCE	Schedule	\$30.00	\$30.00	\$30.00	HOURLY
SECRETARY	Schedule	\$28.00	\$28.00	\$28.00	HOURLY
SECURITY	Schedule	\$25.00	\$25.00	\$25.00	HOURLY

\* **MUST** have a GMCS cook on site