

## Darby School District

### COMMUNITY RELATIONS

4330P  
Page 1 of 2

#### Rules and Regulations for Building/Facility/Equipment Use

1. Applications requesting use of the school facility must be presented to the building administrator at least ten (10) days in advance of the time desired and must be signed by a qualified representative of the organization desiring to use the building.
2. The school premises shall not be available before 5:00 p.m. on school days, except under special conditions.
3. Rental fees are as follows: **See attached rental fee/facility use form**  
  
Fees (will) (may) be waived for private nonprofit groups that do not charge admission fees. Religious groups or organizations will be charged rental fees as listed above.
4. The use of the school premises will be denied when, in the opinion of the Superintendent or the Board, such use may be construed to be solely for commercial purposes, there is a probability of damage or injury to school property, or the activity is deemed to be improper to hold in school buildings.
5. In case of loss or damage to school property, the organization and/or individual signing the request shall be fully responsible and liable.
6. The District reserves the right to require a certificate of insurance from the renting agency.
7. No furniture or apparatus shall be moved or displaced without permission.
8. No access to other rooms in the building shall be permitted unless designated by agreement.
9. There shall be no narcotics, drugs (including tobacco or nicotine products), stimulants, or alcohol used or sold in or about school buildings and premises, nor shall profane language, quarreling, fighting, or illegal gambling be permitted. Violations of this rule by any organization during occupancy shall be sufficient cause for denying further use of school premises to the organization.
10. Wax, or other preparations ordinarily used on dance floors, is not to be used on gymnasium floors.
11. The Superintendent may require a school employee to be present during use of the building by the non-school organization. In such case, the requesting organization will

pay for the employee expense (i.e., custodians, overtime).

12. When the school official finds it necessary that police or other security personnel be retained for crowd control, such requirement may be added as a condition of the Facilities Use Agreement.

Policy History

Adopted on: January 14, 2008

Reviewed on: August 10, 2010

Revised on: September 10, 2010

May 10, 2021

November 8, 2021

October 10, 2022

**SCHOOL FACILITIES/GROUNDS USE AND ASSUMPTION OF RISK FORM**  
**Darby School District**

Organization or Individual Requesting Facility Use: \_\_\_\_\_  
 Facility Requested: \_\_\_\_\_  
 Date and Hours of Requested Use: \_\_\_\_\_  
 Purpose of Use: \_\_\_\_\_  
 Will there be an admission fee? \_\_\_\_\_ If so, how much? \_\_\_\_\_

**Premises and Conditions**

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. All District policies are in effect and shall be honored during the rental period and while the requesting organization is using the facility.
2. That no alcoholic beverages, tobacco, nicotine products, 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. That 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. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities. The District uses audio and video surveillance to monitor activity in the facility.
5. The presence of weapons, including firearms, is prohibited unless previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. All District-owned equipment, facilities, and other property will remain unchanged and undamaged and the requesting organization or individual will pay for any damages to District property. All fobs, or other access items will be returned to the District. Access to the facility will be restricted to the identified points of ingress and egress.
7. All attendees and participants shall honor and enforce County Health Department directives and safety standards and School District policies regarding the health and safety at gatherings and events held at the school. The requesting organization is expected to specifically comply with all cleaning and disinfecting protocols outlined in District policy as attached.

Failure to honor these covenants will result in cancellation of the event and/or all available remedies under the law.

**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 shall be due \_\_\_\_\_ days in advance. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

**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 its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury 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 willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards.

**Insurance**

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance 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. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved. Any negligence arising out of use of the facilities or grounds under this agreement shall be attributed to requesting entity as comparative negligence within the meaning of Section 27-1-702, MCA.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

**Non-Discrimination**

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

**District's Rights**

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes, the event will violate District policy, or if the conditions outlined in this agreement are not satisfied. The District reserves all rights under the law to seek remedy in the event School District property is damaged.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Darby School District:**

**Requesting Organization or Individual:**

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Additional Obligations \_\_\_\_\_  
\_\_\_\_\_

2  
3 **COMMUNITY RELATIONS**

4  
5 Community Use of School Facilities

6  
7 School facilities are available to the community for educational, civic, cultural, and other  
8 noncommercial uses consistent with the public interest, when such use will not interfere with the  
9 school program or school-sponsored activities. Use of school facilities for school purposes has  
10 precedence over all other uses. Persons on school premises must abide by District conduct rules  
11 at all times.

12  
13 Student and school-related organizations shall be granted the use of school facilities at no cost.  
14 Other organizations granted the use of school facilities shall pay fees and costs. The  
15 Superintendent will develop procedures to manage community use of school facilities, which  
16 will be reviewed and approved by the Board. Use of school facilities requires the  
17 Superintendent’s approval and is subject to the procedures.

18  
19 Administration will approve and schedule various uses of school facilities. A master calendar  
20 will be kept in the office for scheduling dates to avoid conflicts during the school year. Should a  
21 conflict arise, the District reserves the right to cancel an approved request when it is determined  
22 that the facilities are needed for school purposes. Requests for use of school facilities must be  
23 submitted to the Superintendent’s office in advance of the event.

24  
25 The School Facilities and Grounds Use Agreement can be obtained by contacting the District  
26 Office. The School Facilities and Grounds Use and Liability Release Agreement must be  
27 completed, signed, and returned to the [Superintendent, district office, school office,  
28 administration, Athletic Director] [PICK APPROPRIATE PERSONNEL] prior to the use of the  
29 facilities or grounds.

30  
31 Cross Reference; 4330P/F School Facilities and Grounds Use Procedure and Agreement

32  
33 Policy History:

34 Adopted on: Oct. 10, 2022

35 Reviewed on:

36 Revised on: