

**DAKOTA VALLEY SCHOOL DISTRICT
Facility Use Application**

Applicant Name ("Applicant"): _____
Organization Name ("Organization"), if applicable: _____
Applicant's Position within Organization: _____
Address: _____
Phone Number: _____ Email: _____
Description of Requested Use: _____

Is your organization a registered 501(c)(3) or other nonprofit? Yes No
Date of Requested Use: _____ Time of Requested Use: _____ to _____
Facility/Room Request, if preferred: _____
Expected Number of Attendees: _____

Check any of the following needs which apply to your request. Note that the district may deem additional services necessary and may require the Applicant/Organization to pay for such services as a condition of use:

- Custodial (set up, tear down, sanitation)
- Kitchen/Kitchen Staff (cooking, food service, clean up)
- Concession Stand
- Technology Assistance (sound, lighting, presentation)

Liability Insurance, check applicable:

- I/we have coverage of \$5 million per occurrence.
- I/we have other coverage: _____
- I/we have no insurance coverage

Terms and Conditions of Use:

1. All users must comply with the school board's facility use and other policies, rules, and regulations. A copy of the board's facility use policy is available upon request.
2. The facilities are closed from 10 PM to 7 AM and may not be used during those hours.
3. The user(s) named above and the individual(s) signing on behalf of the User agree to defend, indemnify, and hold harmless the school district, its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.
4. All non-governmental users may be required to provide a certificate of insurance and name the district as an additional insured, on a primary and non-contributory basis, and provide documentation evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$5,000,000.00 per occurrence, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. These coverage limits may be achieved through a combination of underlying policies and umbrella/excess policies, if preferred. There shall be no exclusions for contracted liability. All governmental users shall provide evidence of insurance or self-insurance.

5. All users are subject to the fee schedule established by the school board, and all Applicants by signing below verify that they have authority to sign this application on behalf of the listed Organization, and all individuals and agents of organizations certify that they have financial means and authorization to pay for the required fees and deposits, if any.
6. A rental period is considered to be one hour prior to the scheduled start of an event until one hour after the event concludes, not to exceed one day. A two-day event would be considered as two rental periods, thus the fee would double.

Conditions for School Kitchen and Cafeteria Use:

1. When a fee has been charged to use the kitchen facilities, a working supervisor from the food service staff must be present while the kitchen is in use. Said supervisor will be acting as an independent contractor and is to be paid directly by the sponsoring organization at said supervisor's prevailing hourly rate of time and a half. Said supervision will be assigned by the food service director for the school district.
2. The working supervisor shall operate or train adult personnel to operate all mechanical equipment, such as burners and ovens, slicers, steam tables, etc., which may be used; and generally supervise the use of the kitchen and equipment.
3. Children under twelve (12) years old are not allowed in the school kitchen by organizations using its facilities.
4. The group granted the use of the cafeteria/commons will see that tables, floors, and equipment are cleaned to the satisfaction of the building supervisor.
5. Tables and other equipment in the cafeteria are not to be moved without the permission of the principal and/or working supervisor.
6. All decorations are to be removed, and garbage and waste disposed of at the direction of the supervisor on duty.

Applicant's Signature: _____

Date: _____

<p><i>For District Use Only</i></p> <p><u>Application</u> <input type="checkbox"/> Denied <input type="checkbox"/> Approved, subject to the following</p> <p><u>Insurance</u> <input type="checkbox"/> User has provided sufficient proof of insurance. <input type="checkbox"/> User must obtain proof of insurance and list district as additional insured. <input type="checkbox"/> Insurance requirements are waived.</p> <p><u>Additional Services Requested/Required</u> Custodial: \$ _____ Kitchen: \$ _____ Concession Stand: \$ _____ Technology: \$ _____ <input type="checkbox"/> None</p> <p>Total Fee Required to Grant Use: \$ _____</p>
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