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## FACILITY USE LICENSE APPLICATION PROCEDURES

Completed applications, and supporting documentation must be received a minimum of two (2) weeks prior to intended usage.

Non-District licensees must procure and maintain in full force during the term of the Use License a policy of General Liability insurance with a minimum limit of liability of two million dollars (\$1,000,000) per occurrence. The District is to be named as an additional insured on the General Liability policy. A Certificate of Insurance reflecting such coverage and amounts along with the additional insured endorsement must be submitted with the application.

**Priority for use of district facilities is as follows:**

- 1<sup>st</sup> – School Programs
- 2<sup>nd</sup> – District Programs
- 3<sup>rd</sup> – Nonprofit entities serving children
- 4<sup>th</sup> – Nonprofit entities serving the community
- 5<sup>th</sup> – For profit entities serving children or the community

The District reserves the right to assign and/or reassign facilities, terminate and/or deny use at any time, for any reason.

The status of the application will be provided via email.

Please Note: Rental, personnel and equipment fees are considered the minimum fee and will not be subject to discounts or refunds if fewer facility hours are used. Additional charges will be assessed if usage exceeds the Use License hours.

Proper supervision shall be provided by the responsible persons/group in charge and that any damages to the school.

Property beyond ordinary wear and tear will be paid by the organization/group using the facility.

**Changes / Cancellations**

Changes to the Use License must be made at least five (5) business days prior to use, in writing, to District staff. Cancellations must be made a minimum of two (2) weeks prior to intended use.

Groups that do not show up for licensed use will not be refunded.

In case of facility closure reasonable efforts will be made to reschedule the event. No fees will be assessed if changes or cancellations are initiated by the District.

**The user of school district facilities agrees to indemnify, and hold harmless of any lawsuits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including user or any employee, agent, or invitee of user, or damage to property including intangible property and to whomsoever belonging, where such injuries, death or damages, occurred in, upon, or due to user's use of the School District premises or property, provided that this indemnity obligation shall not apply to injuries for which the School District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence.**

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Garfield County School District 16

*Our Mission: As a result of our efforts, all students will be successfully prepared for life in a safe and nurturing environment.*

## FACILITY USE LICENSE TERMS & CONDITIONS

1. Licensees must procure and maintain in full force and effect during the term of the facility use a policy of General Liability insurance with a minimum limit of two million dollars (\$1,000,000) per occurrence with the District named as an additional insured.
2. Licensee shall fully comply with all local, state, and federal laws and ordinances.
3. In the event of an emergency, Licensee and event attendees may be removed from the reserved space without notice.
4. Security may be required at the District's discretion. The District will determine the need for paid security and the number of security staff required. Licensee shall be responsible for these costs.
5. Proper supervision shall be provided by Licensee. Supervision must ensure the protection of school property, the enforcement of these terms and conditions, and must prevent any non-approved facility use.
6. Food, gum and/or beverages are prohibited outside of cafeterias. Only water bottles/containers are allowed in other areas.
7. Event attendees must remain in the approved space and designated restrooms.
8. Propping doors open is prohibited.
9. No running, bouncing, or throwing balls in classrooms or hallways. No sliding on railways.
10. Black-soled shoes and shoes with wheels are not allowed on gym floors.
11. Hanging on basketball hoops or dunking is prohibited.
12. All tables must be covered for art projects.
13. Missing or lost items are not the responsibility of the District.
14. Open flame, candles, fire, and/or smoking are not permitted in any District facility or premise.
15. Sub-licensing of District owned facilities is prohibited.
16. Licensee must obtain prior permission from the District to decorate and may only use materials acceptable to the local fire marshal. All decorations must be removed before leaving the facility. Any and all repair costs incurred by the District will be charged to Licensee.
17. Licensee shall inspect all areas of use for damage and facility readiness. All issues must be reported to the building representative immediately.
18. Applicant is responsible for and may inspect the facility and/or premises prior to use to determine suitability for intended use. Inspection must be scheduled and coordinated with the District.
19. Licensee shall be responsible for all damages (including loss of property) resulting from Licensee and/or Licensee's Invitees/Attendees use of the facility and/or premise. Licensee agrees to indemnify, defend, and hold harmless the District, its officers, directors, and employees against any and all claims, fines, damages or penalties, and for any attorneys' fees incurred as a result of Licensee's and/or Licensee's Invitees/Attendees acts or omissions.
20. Should any District facility be closed for any reason, or if school is canceled or released early for emergencies or weather conditions, all use is canceled. Similarly, if the District cancels evening events at any or all facilities, all use at those facilities is also canceled.
21. The possession or use of alcoholic beverages, illegal substances, tobacco, marijuana and/or weapons is prohibited on all District property. Any person that appears to have partaken of alcoholic beverages and/or illegal substances will not be permitted on District property. The District reserves will notify law enforcement of any violations.
22. The District retains the right to cancel this License at any time without refund of any fees or deposits paid and will do so if in the reasonable opinion of the District any of the following occur:
  - a. unsatisfactory conduct by Licensee and/or its Invitees/Attendees;
  - b. damage to the event space(s), facility and/or grounds (including any equipment) caused by Licensee or any Invitees/Attendees;
  - c. scheduling conflict of events which the District deems to be of higher priority (fees or deposits paid will be refunded);
  - d. failure of Licensee to comply with any term or condition of this Facility Use License;
  - e. failure to provide proof of the required insurance coverage; or
  - f. failure to pay required deposits in full.
23. The District shall be excused from the performance of any obligation hereunder during and for so long as performance is prevented by force majeure, including without limitation, Acts of God, weather conditions, war or other national emergency, acts of terrorism, any civil disturbance, strikes or labor disputes, failure of electronic or mechanical equipment, unavailability of materials or labor to their contractors, or shortage of materials or labor or transportation facilities, the orders or directives of any court or government agency, or other cause beyond the District's reasonable control.
24. Licensee warrants that it does not discriminate on the basis of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, or disability.
25. **DISTRICT MAKES NO WARRANTY, EXPRESS OR IMPLIED CONCERNING ITS FACILITIES, WHICH ARE PROVIDED "AS IS". THE DISTRICT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. IN NO EVENT WILL THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON THE FACILITIES, EVEN IF THE DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE.**