

**FNSB SCHOOL DISTRICT
FACILITY USE AGREEMENT**

(This form must be signed and dated by the Contractor prior to facility use.)

CONTRACTOR: _____ FNSBSD School/Dept.: _____
Point of Contact: _____ Point of Contact: _____
EMAIL: _____ EMAIL: _____
Mailing Address: _____ (BILL TO): FNSBSD ACCOUNTS PAYABLE
PHONE: _____ 520 5th. Ave. Fairbanks, AK. 99701; accountspayable@k12northstar.org
SSN/TAX ID: _____ PO# _____
(Purchase Order number shall appear on any/all applicable Invoices)

THIS AGREEMENT, made as of (date) _____, entered into by the Fairbanks North Star Borough School District (Buyer, or Renter) and the Contractor named above, documents the understanding of the parties. Contractor is an independent contractor and will pay all applicable state, local, and federal taxes associated with this agreement.

1. SCOPE OF SERVICES:

Facility Name and Location : _____

Specific Area(s) requested, if applicable: _____

Event title (Purpose of Use): _____

Date(s): _____ Timeframe (Start to Finish): _____

Occupancy Limit for Facility: _____ Expected number of attendees at event: _____

Contractor agrees to provide the following equipment/materials under this agreement:

The School District agrees to provide the following equipment/materials under this agreement:

2. COMPENSATION: Contractor will be paid Facility Rental Fee of: \$ _____

Security Deposit: \$ _____ Pre-payment Required _____ PO Encumbrance acceptable

Total Expenditure not to exceed: \$ _____
(To include all expenses, including services, related supplies, equipment, or other related expenses)

Total compensation includes all costs related to the scope of services, unless otherwise noted (attach order backup if necessary):

3. TERMS OF PAYMENT:

Payment to be made to the contractor within 30 days upon receipt of Invoice. The applicable Purchase Order (PO) number shall appear on any/all invoices. Invoices may be submitted to Accounts Payable, accountspayable@k12northstar.org

Special Handling instructions; if any: _____

4. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Contracting Agency, its Board, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Contract, except for damage, loss, or injury resulting from the Contracting Agency's gross negligence or willful misconduct.

5. INSURANCE :

Before occupancy, Contractor shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as Excellent or Superior by A.M. Best Company. Certificates of such insurance issued by the Contractor's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

A. LIMITS: The contractor shall obtain insurance for not less than the following limits:

1. Commercial General Liability; \$1,000,000 limit
2. Comprehensive Automobile Liability; \$1,000,000 combined single limit
3. Workers' Compensation: \$100,000 each incident, \$500,000 disease-policy limit and \$100,000 disease-each employee.

B. AUTOMOBILE LIABILITY INSURANCE

1. All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, i.e. delivery services; the limit in Section 7. A. 2 shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at Purchasing Dept. or Risk Management office.
2. If the limits in Section 7.A.2 apply the automobile liability policy must cover: All Autos or
3. All owned, non-owned and hired autos
4. Automobile liability insurance for scheduled autos only may or may not be acceptable.

If the contractor submits insurance covering only scheduled autos, then

- a. The insurance coverage must also include all non-owned autos
- b. The contract must provide a copy of the scheduled vehicles, and
- c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

C. WORKER COMPENSATION: The contractor understands that all employees must be covered by worker compensation insurance during the term of the contract with the School District. The Contractor's Workers' Compensation insurance policy shall contain a waiver of subrogation in favor of the FNSB School District.

D. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section

E. ADDITIONAL INSURED: The School District must be listed as an additional insured on the contractor's commercial general liability policy.

F. CERTIFICATE OF INSURANCE: Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.

G. CANCELLATION: : The insurer shall send the School District thirty (30) days written notice before it cancels or refuses to renew coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice. The Contractor shall not materially alter their coverage limits, terms or conditions for the coverage requirements set forth in the contract.

H. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.

I. Certificates of Insurance shall be issued to:
Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

J. Contractor agrees to pay for the insurance specified and agrees to provide the School District with a 30 days' notice of cancellation if non-renewal occurs during the contract period.

K. Buyer's certificate of self-insurance shall be provided to the Contractor upon written request.

6. TERMINATION:

This contract may be terminated at no cost to either party upon ____ days advance written notice. (10 days unless otherwise indicated.) The Fairbanks North Star Borough School District shall not be charged for cancellations due to inclement weather (as defined by the FNSBSD’s “Inclement Weather Decision-Making Chart”), natural disasters, or other acts outside the control of the School District.

7. SAFETY AND SECURITY REGULATIONS:

Student safety is of the utmost importance to the School District. The Contractor shall comply with State Laws, and all applicable Buyer’s safety and security policy and regulations.

8. NON-DISCRIMINATION:

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Contractor shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 44 I, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

9. SUPERSEDING EFFECT:

This Contract supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between the parties. This Contract may be amended or modified in writing as mutually agreed upon by Contractor and Buyer.

10. OTHER:

Contractor is an independent contractor and will pay all applicable state, local, and federal fees and taxes associated with this agreement. By signing this Agreement, the contractor hereby certifies that all required operating license(s), inspection(s), and applicable certification(s) are current, and in good standing, in accordance with the facility requirements, and services provided hereunder. This agreement is the complete & exclusive understanding of the parties. This agreement may be amended or modified in writing as mutually agreed upon by Contractor and Buyer. Time is of the essence of this agreement.

Facility Rules:

The following attachments are listed in consideration of this agreement (e.g. Rules, blueprint, schematic, order form, etc.):

CONTRACTOR	BUYER: FNSB SCHOOL DISTRICT
By: _____ (Signature)	By: _____ (Procurement Officer Signature)
Name: _____	Name: _____
Title: _____	Date: _____
Date: _____	