

**EAST HELENA SCHOOL DISTRICT NO. 9  
FACILITIES USE APPLICATION FORM**

Facility Requested: \_\_\_\_\_ Date Requested \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date \_\_\_\_\_

Time to Enter: \_\_\_\_\_ Time to Leave: \_\_\_\_\_ (Must leave by 9:00 pm)

Group: \_\_\_\_\_

Number in Group: \_\_\_\_\_ Type of Activity: \_\_\_\_\_

Person Responsible: \_\_\_\_\_

Special Needs (tables, chairs, etc.): \_\_\_\_\_

The undersigned applicant agrees to be responsible for all participants, assign an adequate number of supervisors to assure care of the facility, and that the administrative rules and regulations will be strictly observed. The East Helena Public School (EHPS) District Policies give priority to student use of facilities. The EHPS District reserves the right to cancel a facility use at any time.

It is agreed that all damages to the building, facility, field or its contents resulting from this use will be reimbursed to the district at the actual cost of repair or replacement. I also acknowledge that I have read and understand the attached administrative rules and regulations.

The undersigned organization, by signature of its authorized representative, hereby guarantees that the organization shall indemnify, defend and hold harmless the East Helena School District #9 and its employees or agents from any and all liability, expenses, costs (including attorney fees), damages and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the organization's use of the aforementioned school facility. A certificate of insurance will be required for groups with any public attendance.

The undersigned organization, by signature of its authorized representative, hereby guarantees that the organization shall comply in all respects with all applicable laws, statutes, regulations, ordinances, and policies. In particular, the User agrees that neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods, facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or natural origin, and that it will not publish, circulate, issue, display, post, or mail a written or printed communication, notice or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in School District facilities will be refused, withheld, or denied because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. The User agrees to

indemnify and hold the School District harmless for any failure on the User's part to abide by this agreement and representation.

Billing Procedures: Bills will be sent at the end of each **School Calendar Quarter**. Payment is due **30 days** after billing; non-payment will result in immediate cancellation of the facilities usage. Billing is based on dates and times stated on this application form.

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Signature of Responsible Person

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone

**Billing Address:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip**

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School Official Use Only:

\_\_\_\_\_ East Helena Resident Discount

\_\_\_\_\_ Approved    \_\_\_\_\_ Not Approved

\_\_\_\_\_  
Signature of District Official

# **RULES AND REGULATIONS FOR BUILDING USE**

- 1. Application requesting the use of the school facility must be presented to the Building Administrator at least 10 days in advance of the time desired and it must be signed by the President, Secretary or qualified representative of the organization desiring the use of the building.**
- 2. The school premises shall not be available on school days before 5:00 PM or weekends, except under special conditions.**
- 3. The use of the school premises will be denied, when in the opinion of the Superintendent or the Board of Trustees, such use may be construed to be primarily for commercial purposes, there is a probability of damage or injury to school property or if the activity is deemed to be improper to hold in school buildings, facilities, fields or grounds.**
- 4. School Sponsored activities for East Helena Students have first priority in all school facilities. District Activities may bump previously approved facility requests.**
- 5. In case of loss or damage to school property or EH student property, the organization and/or individual signing the request shall be fully responsible and liable.**
- 6. The school district will NOT assume any liability for loss of personal items.**
- 7. The East Helena Elementary School District reserves the right to require a certificate of insurance from the renting agency. If a certificate is required, said certificate requirements are specified on the accompanying page.**
- 8. No furniture or apparatus shall be moved or displaced without permission. The facility is to be kept clean and in the order in which it was found.**
- 9. Under no circumstances shall a group tamper with or adjust heating, cooling or electrical controls and devices.**
- 10. No access to other rooms in the building shall be permitted unless designated by agreement.**
- 11. Use of Kitchen facilities must have prior approval of both the building principal and the hot lunch supervisor.**
- 12. Use of specialized equipment, timers or clocks may require a damage deposit be paid prior to the approval of the facility use.**
- 13. The group sponsor is responsible to see that all doors and windows are locked prior to leaving the building.**
- 14. Group members are to use designated entries, exits and areas only except in the event of an emergency.**
- 15. All school buildings and property are designated Tobacco Free Environments. Individuals or groups that are approved for use of the facilities and grounds agree to enforce the policy. There shall be no narcotics, drugs, stimulants or alcohol used or sold in or about school buildings and premises, nor shall profane language, quarreling, fighting or 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.**

16. Wax or other preparations ordinarily used on dance floors is not to be used on gymnasium floors.

17. The superintendent may require a school employee to be present during use of the building or facility by the non-school organization. In such case, the requesting organization will pay for the employee expense (i.e. custodians, overtime). As a general rule, a custodian will be on the premises when a group is scheduled to use school facilities. Whenever a facility is scheduled for use and a custodian is not scheduled for regular duty at that time, the user will be responsible for paying for the custodial time and cleanup at a rate of \$25.00 per hour. Keys are not checked out to community members.

18. 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 this facility use contract.

19. It is the responsibility of the group sponsor to report any problems, damage, etc. to the building principal within 24 hours of the facility use.

20. There will be an adequate number of adult sponsors charged with properly supervising the use of the facilities. In no case will school-aged children be left unattended when using the facilities.

21. Use of facilities will comply with all current state and local mandates regarding crowd/group size and public health management.

22. All non-school related individuals or groups will be charged for the use of the facilities according to the following daily schedule:

- EHHS gym - \$50.00 per hour
- Any other gym - \$20.00 per hour
- Cafeterias, classrooms, multi-purpose rooms, libraries, etc. -- \$12.00 per hour
- Grass athletic fields & outdoor courts-- \$12.00 per hour.
- EHHS Athletic Facilities by Special permission and arrangement only – Contact Superintendent’s office.
- Community youth groups will be charged 1/2 the regular hourly rate provided that 25% or more of the involved students are enrolled in East Helena Public Schools.

The above schedule for user fees has been developed on the basis of compensating the school district for the cost of their personnel, utilities, and maintenance for the facilities use.

**INSURANCE REQUIREMENTS FOR FACILITY USE PERMIT**

"The user of the facility shall provide the East Helena Elementary School District with a certificate of insurance. Said certificate shall name the East Helena Elementary School District as an additional insured. Such certificate 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. Said insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death 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 of \$1,000,000. Said certificate shall also contain information regarding the coverage for worker’s compensation or self insured status as per Montana insurance guidelines. Said certificate shall contain a provision that the

**insurer not cancel or refuse to renew without giving the East Helena Elementary School District written notice at least 10 days before the effective date of the cancellation or non-renewal.**