

## **TERMS AND CONDITIONS OF FACILITY USAGE AGREEMENT**

(Please Note: There is a minimum 2 weeks' notice required for any facility request)

1. School District facilities are made available to responsible outside groups, organizations and/or individuals in accordance with prevailing School District policies. The use of such facilities is subject to all applicable federal, state, and local laws and regulations.
2. Applications should be submitted for consideration a minimum of **10 working days in advance** for events.
3. User shall comply fully with School District policies and rules, as well as terms of the Usage Agreement.
4. Where applicable, user shall pay all building fees and additional service fees (i.e. Staff, Equipment, etc.) upon billing from the Business Office, in check or money order payable to the School District.
5. The District reserves the right to limit Sunday, holiday, overnight, vacation, summer, and any other use request of school facilities due to facility and staff limitations. Programs may be cancelled for weather or emergency purposes.
6. Rubber soled sneakers or gym shoes must be worn when gymnasiums are used for athletic events.
7. No food, drinks or refreshments of any kind are to be served, consumed or sold without specific permission granted in advance.
8. The Facility must be vacated in sufficient time to be completely closed and secured no later than the times listed below, unless special approval is obtained. User shall be limited to occupancy limits established by law.
  - a. Elementary and Intermediate - 9:00 p.m. on weekdays and 10:00 p.m. on weekends
  - b. Middle and High School – 10:00 p.m. on weekdays and 11:00 p.m. on weekends
9. The use of the Facility during times when the School District personnel and custodians are not regularly scheduled shall require payment of overtime wages and related employment costs. Custodial services necessitated by the removal and

replacement of furniture and other School District property, prior to the activity/use or subsequent thereto, in order not to interfere with school programs, shall be performed by School District employees and chargeable to the user at the hourly rates, as determined by the School District, for such services. User shall remit full payment promptly following being billed for same. Charges for the use of School District or Student Organization owned equipment or the operation thereof are also additional.

10. School District shall endeavor to make the Facility available for the activity/use in broom-clean condition but user agrees to accept the Facility in "as is" condition at the date and time of the activity/use. User agrees to begin the activity/use promptly at its scheduled time and agrees to have its guests, invitees and other persons vacate the Facility at the closing hour indicated. User agrees to clean up after the activity/use, removing all trash and debris, and to return same to broom-clean condition. User agrees to reimburse School District for any expenses incurred by School District because of user's failure to comply with these terms and conditions.
11. School District reserves the right to exclude or eject any person from the Facility without liability.
12. User assumes responsibility for any and all injury and damage caused or suffered by User or User's guests, invitees or other persons attending the activity/use, whether such injury or damage occurs at the Facility or on any School District property. User shall procure and maintain, (and at least ten (10) working days prior to activity/use,) and at the time the Facility Use Application is submitted, shall provide the School District evidence of comprehensive public liability insurance in form acceptable to School District, in amounts equal to or greater than the following (at the time of submission of the Facility Usage Agreement). **Current copy of certificate of liability insurance (\$1,000,000) naming WCS as an additional insured is required. Contract not in force without insurance.**
  - a. **All policies of comprehensive public liability insurance shall name the School District as an additional insured there under.** School District assumes no responsibility or liability for any injury or death suffered by or inflicted upon User or any of its guests, invitees or other persons present at the activity/use, nor for any loss of or damage to any personal property owned or leased by User or any of its guests, invitees, or other persons present at the activity/use. User hereby waives trial by jury in any litigation arising out of or in any way connected with this Agreement or any breach hereof. User shall indemnify, defend, and hold School District harmless from, against and with respect to any claim, liability, damage, cost or expense (including, without limitation, attorney fees and costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation, claim, action, suit or demand) of any kind or character, arising out of or in any manner incident, relating or attributable to this Agreement and the activity/use being held at the Facility or other School Property pursuant to the terms hereof.

**A COPY OF CERTIFICATE OF INSURANCE, IN TERMS, FORM AND AMOUNT, SATISFACTORY TO THE SCHOOL DISTRICT, MUST BE RECEIVED BY THE DISTRICT BUSINESS OFFICE AT TIME OF THIS APPLICATION.**

13. No user shall sublet any School District facility without the prior written consent of the Board, and such sublets shall comply in all respects with board policies.
14. In the event of breach of the Agreement by the User, the School District may cancel this Agreement without liability to the User. In such event, the amount deposited by the User shall be retained by the School District as liquidated damages and the School District may recover from the User.
15. Any additional damages sustained by the School District caused by the User's rental of the School District property shall be the sole responsibility of the User to pay the School District any incurred costs of such damages, including attorney's fees and costs.
16. In the event of any strike, labor dispute, accident or other cause beyond School District's control, this Agreement may be canceled by School District without any liability except for return of the deposit paid hereunder.
17. In the event that this Agreement is submitted in the name of a corporation, partnership, association, club, society or other entity, the person submitting this application on behalf of such entity represents to School District that he or she has full authority to enter into this Agreement and to bind such entity and agrees that in the event that he or she is not duly authorized, he or she will be personally liable for payment of all amounts due School District hereunder.
18. Neither smoking nor the use of tobacco products is permitted in School District Facilities or on School District Property.
19. No weapons are permitted on School District Property.
20. No alcoholic beverages are permitted on School District Property.
21. No illegal substances are permitted on School District Property. Violators will be reported to local police.
22. Groups may not schedule any event which would include animal rides, mechanical rides, hot air balloons, fireworks, bonfires or any other event which may create a danger or risk because of the inherent nature of the activity.
23. Gambling is prohibited on School District Property. Violators will be reported to local police.
24. Activities/use shall be restricted to that area and/or facility for which permission is granted.

25. All activity/use shall be planned so as not to interfere with the regular day school schedule or regular school activities; school activities receive priority.
26. User shall be responsible for moving its equipment into and out of the Facility.
27. The supervisor or representative of the organization in charge of the activity/use shall be present before the activity/use is due to start and remain with the group until all persons have vacated the premises.
28. School District authorities shall have full access to the Facility at all times, without charge.
29. The Facility will be carefully examined after use. The user will arrange for prompt payment of any loss or damage occurring as a result of use of School District property.
30. No School District property or equipment is to be altered or removed from the Facility.
31. The user shall indemnify and hold harmless the School District (including legal fees and costs) from any personal injury or property damages resulting from its use of School District facilities.
32. Failure of the User to comply in a timely manner with School District requirements shall be cause, in the sole discretion of the School District, to revoke approval without liability whatsoever to the School District.
33. The School District expressly reserves the right to revoke any approval in its sole discretion should the circumstances warrant.
34. The School District reserves the right to impose further reasonable conditions on such activity/use whenever user, its representatives and/or patrons conduct themselves in a manner which the School District, in its sole opinion, may deem improper or objectionable or in breach of any express provision of state, federal or local ordinance, School District Policy, and/or term and condition of the Usage Agreement. User shall not make any representation, expressed or implied, associating the School District with such activity/use in a manner whatsoever, without the prior written permission by School District to do so. The School District, in its sole discretion, expressly reserve the right to decline any applications for rental of school facilities on a case by case basis.
35. User hereby acknowledges and agrees to the terms and conditions of this Agreement.
36. Upon approval of your Facility Usage Application, you will receive a confirmation e-mail.

## HOLD HARMLESS AND INDEMNIFICATION CLAUSE

User agrees to Indemnify and hold harmless the Westlake City School District, its administrators, agents, employees, directors and officers (hereinafter "School District") against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from conduct upon or management of the School District's facilities or premises, and will further indemnify and hold the School District harmless against and from any and all claims arising from any breach or default on the part of User in the performance of any covenant or agreement on the part of User to be performed pursuant to the terms of the Usage Agreement, or arising from any act of negligence of User, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action proceeding thereon; and in case any action or proceeding be brought against the School District by reason of any such claim, User, upon notice from the School District, promises to aggressively defend, at User's expense, such action or proceeding using legal counsel reasonably satisfactory to and approved by the School District.

## APPLICATION FOR USE OF SCHOOL PROPERTY AND FACILITIES

**I have read the terms and conditions set forth in the School Board policy on Use of School District Facilities, and I understand that these terms are a condition of the lease;** and be it understood that when the application is properly approved, it is a lease, In fact. I understand that failure to abide by the terms and conditions set forth In the School Board policy on Use of School District Facilities will result in the immediate discontinuance of use privileges. **In addition, our organization agrees to pay the full cost of any damage caused by our group to any of the district's facilities as well as any cost incurred by the district to bring any facility back to the condition in which it was found.**

Furthermore, my organization forever releases the Westlake City School District, their Directors, agents, employees and servants from all claims, actions and charges whatsoever arising out of the event(s) conducted on the above-mentioned day(s) for which this application is being submitted. My organization will defend all actions, suits, complaints or legal proceedings of any kind brought against the Board of Education and any of Its agents, servants, or employees and further will hold harmless and indemnify the said School Directors and School District from any expense and judgments or decrees recovered against them as a result of said use of these facilities.

I have read and understand the terms and conditions of this application