File: KF

NORTH CONEJOS SCHOOL DISTRICT
BUILDING USE AGREEMENT

The North Conejos School District wishes to make school facilities available to the community for educational, civic, and cultural purposes. School facilities may be used at times which will not interfere with school programs or school sponsored activities. The use of school facilities involves certain costs, which the North Conejos School District feels cannot be paid for out of regular school funds. In keeping with sound financial policies and with fairness to the community and the school district, rental fees and custodial charges are made to the various organizations desiring to use school facilities.

Building use will fall into one of the following categories:

Category I- No Charge for Use of School Facilities

- Groups or organizations with direct sponsorship by the school district
- Organized youth activities provided at no or low cost with volunteer structure. With no monetary compensation.
- Local and state governmental agencies

Category II- Charges Will Be Made According to the Established Fee Schedule

- Non-profit/Profit groups or organizations providing adult/youth programs for a fee (fees may include paid coaching/instructor positions)
- Individuals, teams or groups contracting facilities for personal use
- Groups or organizations charging admission fees

FACILITY USE LICENSE APPLICATION PROCEDURES

Complete applications, the application fee, 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 ($2,000,000) per occurrence. The District is to be names 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.

Should your check be returned for insufficient funds, you expressly authorize your account to be electronically debited or bank draft for the amount of the check plus any applicable fees. The use of a check is your acknowledgement and acceptance of the policy.

Priority for use of district facilities is as follows:
1st – School Programs
2nd – District Programs
3rd – Nonprofit entities serving children
4th – Nonprofit entities serving the community
5th – 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.

Changes/Cancellations
Changes to the Use License must be made at least five (5) business days prior to use, in writing, to District staff. All changes are subject to a $25.00 fee per change to the Use License.

Cancellations must be made a minimum of two (2) weeks prior to intended use and are subject to a $25.00 cancellation fee.

Groups that do not show up for licensed use will be charged the full usage fee.

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.

*_____
Applicant Initials

APPLICATION FOR FACILITY USE LICENSE

A non-refundable $25.00 Application Fee and Certificate of Insurance must be submitted with this form.

_____ _____

Organization Contact Person

_____ _____

Cell Phone Number E-mail Address

_____

Mailing Address (Street/PO Box, City, State, Zip)

_____ _____

Secondary Contact Number Secondary Contract Person

_____

Event Name/Description

☐ Youth Activity ☐ Adult Activity

_____ _____ _____

Date(s) of Event Start Time End Time

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

_____ _____ _____

Requested Facility Participants Spectators

_____

Special Requests

By signing this application, I affirm that I have read, understand and agree to be bound by the Facility Use License Application Procedures and Facility Use License Terms & Conditions on the following pages. I understand that Facility Use License Terms & Conditions are subject to change at any time and without notice.

_____ _____

Signature Date

This is an application only and does not constitute acceptance or approval by North Conejos School District. If the application is approved, payment in full must be made a minimum of one (1) week prior to use.

Signature of School Administrator(s) _____ Date_____

_____ Date_____

_____ Date_____

_____ Date_____

Signature of NCSD Superintendent _____ Date_____

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 ($2,000,000) 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 the 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 an=t 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 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 ADIVSED OF THE POSSIBILITY THAT SUCH DAMGES MAY ARISE.

*_____

Applicants Initials

Procedure for Requesting the Use of a Building:

1. All building use requests must be initiated with the district's central office. The organization/group will secure availability from the appropriate building principal(s) prior to granting final authorization.
2. A building use contract should be initiated at least two (2) weeks prior to the scheduled activity. Prior to use of the building(s), all building use contracts must be signed by the user and received in the central office for final authorization. All building use contracts must be signed by an adult of 21 years of age or older.
3. Waiver statements and amendments may be approved by the superintendent or his designee for any portions of these procedures when deemed valid and appropriate.
4. The district will cancel a building use contract only when unforeseen circumstances of a major nature make the cancellation necessary, such as damage to the building or a major curriculum change affecting the use of the building. When an event of this nature occurs, the district will make a sincere effort to notify and provide alternate facilities for the user.
5. Cancellation of the building use contract by the user must be in writing and must be received by the central office at least 24 hours prior to the scheduled activity to insure a total refund.

Denial Guidelines:

Use of school property may be denied under the following conditions:

1. When use is for the purpose of advancing any doctrine or theory subversive to the constitution or laws of the state of Colorado or of the United States.
2. When use is for the purpose of advocating social or political change by violence.
3. When use of the facility would involve gambling.
4. When any party previously using the facility has failed to conform to the policies and regulations governing its use, has failed to exercise proper care and responsibility toward the property and its repair or replacement if damage occurs, has failed to pay building use fees, has permitted the drinking of intoxicating liquors on the premises or has allowed drunken, disorderly or immoral conduct on the premises.
5. When its use is strictly and solely for private use, lacks sponsorship of a nonprofit community organization or serves no worthy educational, civic or charitable purpose.
6. When a building or facility is requested by a professional in private practice (including, but not limited to, a physician, a dentist, psychologist, social worker, therapist, or counselor) proposing to render services for private gain or profit.
7. When the building or facility is closed for repairs, decorating, cleaning or renovating purposes.
8. When the building or facility requested has been previously scheduled for a school-sponsored activity or is already under contract.
9. When the request indicates possible violation of laws passed by the federal government, state of Colorado, Conejos County, or is in conflict with policies adopted by the North Conejos School District Board of Education.
10. When the use is considered by the district to be in violation of the design or purpose of the facility requested, contrary to the purposes and objectives of the district or contrary to common sense.
11. When the user fails to comply with additional requirements, including those relating to the provision of liability insurance, as directed by the central office.

Areas of Responsibility Accepted by the Person(s) Signing a Building Use Contract:

1. Provide proper supervision which will insure order and discipline among all persons attending activities approved under the contract.
2. The use of tobacco products in any form is prohibited by Board of Education policy.
3. Possession or use of intoxicants, narcotics, drugs, alcohol, etc. is forbidden on school property.
4. Unauthorized possession or use of any type of firearms or weapons is prohibited.
5. Animals (pets) are strictly forbidden on school grounds and in school buildings.
6. Assume responsibility for school property covered by the contract.
7. Guarantee payment of interest, legal fees, court costs and other costs of collection incurred by the district in the process of collecting for damages and losses.
8. Be liable for damage and injury to persons on the scene of the activity covered by the contract. Indemnify and hold harmless the district from any loss, claim, liability or damage resulting from or relating to the contracted use. **Provide proof of a public liability policy with a minimum $1,000,000 limit naming the District as "An Additional Insured" together with a certificate of such insurance endorsed by an insurance carrier authorized to do business in Colorado.**

Areas of Service and Responsibility Not Accepted or Allowed by the District:

1. The district **will not allow employees** to issue or loan keys to anyone for any purpose.
2. Neither the custodian nor any district employee shall be responsible for the safety or supervision of personnel, students or other persons as a provision of a building use contract.
3. The custodian will not provide access to areas not approved for use under the contract.
4. The district **will not provide free access** to school kitchens.
5. The district will not provide the user with liability or damage insurance.
6. No storage is available, and equipment owned by individuals or organizations must be removed after each use.
7. Decorations and other refuse must be removed at the conclusion of the activity. Excess refuse disposal costs may be charged to user if left on campus.
8. Cost of clean-up will be deducted from deposit if any clean up or damages are found, with any additional costs over deposit amount being invoiced to the user.

Fee Schedule:

Board Room	$50
Band Room	$50
Classrooms	$40
Computer Lab	$100
Gymnasium/Field	$100
Deposit Fee	$250.00

Need a custodian to cover Building Events:

Please call the North Conejos School District Maintenance Supervisor, Richard Ruybal at 719-588-0978 if you need custodians to cover your event.

Janitor(s) will be paid $25.00 an hour on day of event. It is up to you to contact Mr. Ruybal and you pay the custodian(s) on the same day.

Need a cook to cover Building Events:

Please call the North Conejos School District Food Services Director, Amber Martinez at 719-298-1617 if you need a cook(s) to cover your event.

Cook(s) will be paid $25.00 an hour on day of event. It is up to you to contact Ms. Martinez and you pay the cook(s) on the same day.

*****Copy of Insurance Certificate is attached: yes_____ no_____

Deposit $_____ (Deposit will be refunded in full upon inspection of facility for cleanliness and damages less any fees.)

Building Use Fee $_____

Damage/Cleaning Fee $_____ Will bill if applicable (or taken from deposit)

Total $_____

Make all checks payable to: **North Conejos School District**
17887 US Hwy 285
La Jara, CO 81140

Issued: September 21, 2021