

**OLMSTED FALLS CITY SCHOOL DISTRICT  
FACILITY USE AGREEMENT  
With Indemnity & Insurance Requirements**

Organization/User Name ("User"): \_\_\_\_\_

Organization FEIN: \_\_\_\_\_

Is User a "Non-Profit" or "For-Profit" Entity: \_\_\_\_\_

Name & Phone of User Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

Address of User Representative: \_\_\_\_\_

Email Address of User Representative: \_\_\_\_\_

Desired District Facility ("Facility"): \_\_\_\_\_

Room / Areas Requested: \_\_\_\_\_

Proposed Use for the Facility ("Purpose"): \_\_\_\_\_

Date(s) for Use: \_\_\_\_\_

Day(s) of Use: SU M TU W TH F SA (Circle day(s) requesting)

Time Arriving / Time Leaving Building: \_ Arrival Time : \_\_\_\_\_ Departure Time : \_\_\_\_\_

How Many Members in Group: \_\_\_\_\_

How Many of Group's Members Live in Olmsted Falls City School District: \_\_\_\_\_

Extra Equipment Needed: \_\_\_\_\_

Total User Fee: \_\_\_\_\_ Group Status: \_\_\_\_\_

Upon application and approval, the Board of Education of the Olmsted Falls City School District ("District") makes its Facility available to the User for the Purpose stated above subject to the following terms and conditions:

1. User agrees it will not use the Facility for any unlawful purpose, and it will obey all laws, rules, and regulations of all federal, state and local governmental authorities while using the Facility.
2. User agrees to abide by all rules or regulations established by the Board of Education or its designee for use of the Facility, including but not limited to District policies and facility-use rules, charges and priorities. By signing below, User acknowledges having been given an opportunity to review District policies and the facility-use rules, charges and priorities.
3. User shall be responsible for and pay all costs, including but not limited to the facility fees set forth above and as calculated in any facility-use invoice pursuant to District facility-use rules. User shall be responsible for all damage and loss to District property, including but not limited to District-owned equipment, if caused by User or its guests, trustees, members, officers, directors, employees, invitees, licensees, representatives, volunteers or agents.

4. User agrees that the District is not responsible for supervision over the Facility when being used by User. User shall be responsible for the proper supervision, control and accommodation of persons attending User's activities.
5. Unless waived as permitted below, User promises and warrants that it carries public risk and liability insurance with a reputable insurer with an A.M. Best rating of A- or better that has a minimum per occurrence limit of at least **\$1,000,000.00**, that indemnifies the Board in an amount not less than **\$2,000,000.00** for any claims arising out of User's use of the Facility, and that provides coverage for bodily injury and property damage. User will provide a "Certificate of Insurance" to the District at least **five (5) days** before the first date User intends to begin using the Facility. The Certificate of Insurance must indicate that User has made the District an "additional insured" on User's policy with respect to User's use of the Facility, and User's insurance shall be primary and non-contributory with any other insurance carried by the additional insured. Any waiver of this insurance provision must be in writing and signed by an authorized District representative.
6. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, and those of its representatives and agents, agrees to the maximum extent permitted by law to indemnify and hold harmless and defend the District (including the Board of Education's members, officers, employees, representatives, volunteers and agents) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of:
  - a. any failure by User or the District, or any of their guests, trustees, members, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, as well as their successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Agreement;
  - b. any accident, injury, loss or damage, including but not limited to property damage and/or bodily, personal or emotional injury to persons that may happen in or about the Facility, other District property or appurtenances, however occurring, that may result from any person, including User's own trustees, members, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, using the Facility, its entrances and exits, and surrounding areas for User's Purpose, regardless of District negligence (including that of District's members, officers, employees, representatives, volunteers and agents) or otherwise;
  - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority;
  - d. any materials used in the construction or alteration of any building(s), fixtures or improvements on District property; or
  - e. User's possession and use of the Facility or other premises, whether or not use is authorized.
7. User shall be responsible for preparing all areas of the Facility to be used and for returning them to their pre-use condition.
8. User agrees it has been given the opportunity to make a careful and complete examination of the Facility and is using the Facility in its as-is, where-is condition without any representations or warranties by the District, and as such the District shall not be liable for any latent or patent defects therein. User agrees to conduct a visual inspection of the Facility premises before each use, and warrants that the Facility will only be used if it is in a safe condition.
9. This Agreement may be cancelled by either party after providing written notice to the other party. If the District cancels, then its liability is limited to returning User's deposit, if any. If User cancels, then it may lose any deposit.

10. User agrees that it will not assign any of its rights under this Agreement, and any such assignment will void this Agreement at the sole option of the District.
11. User agrees to assume all risks and liabilities of any nature, whether physically injurious, financial or otherwise, relating to User's use of the Facility or other District premises.
12. User, and on behalf of User's heirs, estate, executor, administrator, and assignees, agrees to waive all rights against, and release and discharge, the District, Board of Education members, officers, employees, representatives, volunteers and agents from and against any and all liability, responsibility, causes of action, claims, demands, damages, costs, debts, expenses (including, without limitation, attorneys' fees), compensation, and/or suits at law or in equity, of any kind and nature whatsoever, for injuries or damages suffered by User and User's guests, trustees, members, officers, directors, employees, invitees, licensees, representatives, volunteers and agents, as well as their successors and assigns, that arise either directly or indirectly, by or in connection with User's use of the Facility on account of or relating to any act or omission by the District, its members, officers, employees, representatives, volunteers and agents, as well as their successors and assigns, without limitation.
13. In consideration of being allowed to use the facilities of the District, the undersigned for themselves and all members of their organization as well as the heirs, personal representatives and assigns of any of them, hereby waive all rights to file suit against the District, Board of Education members, officers, employees, representatives, volunteers, and agents to recover damages by reason of personal injury, death or property damage. User understands and agrees that this provision constitutes a waiver of legal rights and voluntarily agrees to the same.
14. The District reserves its right to refuse requests that are deemed not to be in its best interest and to withdraw permission at any time, for any reason. In addition, if User fails to follow any term of this Agreement, the rules and regulations set forth in District policies, or the facility-use rules, charges and priorities, then the District may terminate this Agreement without penalty and without returning User's fees or deposit, in addition to reserving all other rights under the law.
15. User understands and agrees that aside from the rules and regulations set forth in District policies and the facility-use rules, charges and priorities, this Agreement contains the entire understanding and agreement between User and the District and there are no other promises or understandings; the terms of the Agreement are intended to be enforced as written to the maximum extent permitted by law; and if any provision herein is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and constitute the Agreement. In addition, this Agreement shall not be amended or modified in any manner except upon written agreement signed by the Parties.
16. The individual named below represents and warrants that s/he is authorized to enter into this Agreement on behalf of User.

[SIGNATURE PAGE TO FOLLOW]

USER'S AUTHORIZED REPRESENTATIVE	DISTRICT REPRESENTATIVE
(X) _____	(X) _____
BY: (signature) _____ DATE _____	BY: (signature) _____ DATE _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____

The adult person affixing his/her signature on the permit is the responsible representative of the renting group or organization and assumes these risks and liabilities in the name of the group or organization. This person also accepts the responsibility of making sure all participants are aware of and will abide by the provisions of this Agreement as well as the rules and regulations of the District, including those pertaining to facility-use, charges, and priorities.

Revised 2/20/2025