

**FACILITIES USE AGREEMENT  
Polson School District**

Organization or Individual Requesting Facility Use: \_\_\_\_\_  
 Facility Requested: \_\_\_\_\_  
 Date and Hours of Requested Use: \_\_\_\_\_  
 Purpose of Use: \_\_\_\_\_

**Premises and Conditions**

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.

**Rent and Deposit (Non-profit organizations ~~must~~ may be asked to provide proof of 501-C3 status for fees to be waived)**

<u>Fee to be Charged:</u>		<u>Record of Payment:</u>
Rental Fee: \$ _____	Advance Deposit: \$ _____	Date _____ Rec'd by _____
Custodial Services: \$ _____	Balance of Payment: \$ _____	Date _____ Rec'd by _____
Total Charge: \$ _____		

**Indemnification**

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.

**Insurance**

The user of the facility shall provide the District with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the District as an additional insured. The certificate and policy 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. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or 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 for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the District written notice at least 10 days before the effective date of the cancellation or non-renewal.

### Special Events Coverage

The district requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the district with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

### Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

### District's Rights

Irresponsible use by the renter or user may result in the loss of privilege to use the facility. It should be noted that school activities take precedent over non-school facility use. An unforeseen school activity may cause the loss of a date already granted for use. District Administration will do everything possible to see that conflicts of this sort are avoided.

Signature of Representative: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Building Administrator's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Business Office Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Administrative Notes: \_\_\_\_\_

### Form History

Adopted on:

Reviewed on: 5/27/2014, 6/9/2014

Revised on: 11/12/2018