

Hansen School District No. 415

COMMUNITY RELATIONS

4210F

Hansen School District
Facilities Use Agreement
Application for Use of School Facilities

Applicant/Group: _____

Address: _____

Date: _____ Phone: _____

Purpose: _____

Facility Requested: _____

Date(s) Requested: _____

Beginning and Ending Time Requested: _____

If it is determined by the Superintendent of Schools that fees will be charged, the following fee scale will apply:

	Daily Rate	Hourly Rate
Elementary Gym:	\$100	\$20
High School Gym:	\$150	\$30
District Community Center Gym:	\$150	\$30
District Community Center Exercise Room:	\$50	\$10
District Community Center Meeting Room:	\$30	\$6
Football Field:	\$50	\$10
Classroom:	\$30	\$6 Per Classroom
Lunchroom:	\$150	\$30

**Pre-arranged long-term rental for leagues outside the Hansen School District 415 may be arranged with the Athletic Director and Building Principal.*

***Any business or person wanting to use the district community center for personal/monetary gain will need to make arrangements at the district office.*

Rules:

1. No smoking in the school buildings or on school grounds
2. No alcohol use in the school buildings or on school grounds
3. All persons participating in athletic activities in the gym must wear approved gym shoes

4. Moving or adjusting school equipment must be approved by the building principal or athletic director
5. All property not belonging to the school system is to be removed at the last day of the facility request
6. Damage to school property is prohibited, an estimate of damage will be determined and the applicant will be sent a bill for damages
7. The applicant agrees to reimburse the school district for any costs the district may incur due to the applicant's failure to comply with IDEA, section 504 or ADA.
8. The applicant agrees to hold harmless Hansen School District from all manner, action, or actions, cause or causes of action, suits, injuries, or any other claim or demand arising out of the applicant's use of the facilities of Hansen School District
9. The applicant agrees to provide the Hansen School District (if required) with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the Hansen School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.
10. The applicants decision to use or continue to use the premises in conformance with the purposes of its Lease Agreement with the Hansen School District, despite the presence of known or suspected risks of injury or harm caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19, is solely and exclusively Lessee's decision, and the Hansen School District shall be defended, indemnified and held harmless in the event of any legal action or other proceeding seeking damages as a result of exposure to such risks of harm. All such use is at Lessee's own risk.
11. The applicants agreement to lease, occupy and offer for the use of the premises to the public, the Hansen School District in no way, makes any representation or warranty, whether express or implied, that the use contemplated by Lessee is safe, nor does the Hansen School District represent or warrant, whether express or implied, that such use does not carry with it the risk of harm or disease caused by third person actions and/or environmental conditions, including but not limited to infection of employees and/or customers and/or clients as a result of exposure to COVID-19. All such use is at Lessee's own risk.
12. The applicant shall not be entitled to contribution or indemnification, or reimbursement for legal fees and or expenses from the school district for any action, cause, suit, claims, or demand brought against the applicant arising out of the use of the facilities of the Hansen School District
13. The applicant will immediately notify the school district of any conduct or circumstances which bring about an injury to a person or property
14. The applicant will reimburse Hansen School District for any damages or losses caused by the applicants use of the school facilities and agree to pay for said damages within 60 days
15. In the event the school district shall be required to initiate legal action to enforce any and all terms or this agreement the applicant agrees to reimburse Hansen School District for all legal expenses and costs reasonably incurred
16. This agreement may only be changed in writing
17. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

Total Fees: _____

Code assigned (if applicable): _____

I have read through and agree to abide by the Hansen School/Community Gymnasium Use Guidelines (if applicable). _____ (initials)

The undersigned hereby agrees to hold harmless and indemnify the Hansen School District from and against all claims of any kind or nature arising out of the use of the District's premises or facilities including, but not limited to costs, attorney fees, judgments, awards, or any other cause of actions.

Dated this _____ day of _____ 20_____.

Signature of Applicant: _____

Printed Name of Applicant: _____

Approving Building Principal: _____

Approving Superintendent: _____

Policy History

Adopted on: 7-18-16

Revised on: 12-17-18, 9-16-19, 6-15-20

Reviewed on: 1-17-22