

FACILITY USE AGREEMENT (Use of School Facilities or Grounds)

830.2

School District of Waupaca Facility Use Agreement

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APPLICATION MUST BE SIGNED & RETURNED ONE (1) WEEK PRIOR TO USING THE FACILITY

The School District of Waupaca [hereinafter the “District”] and [*identify user*] [hereinafter “User”] hereby enter into this Facility Use Agreement (hereinafter the “Agreement”).

User (insert Organizations name): _____

A. Purpose of the Agreement

The purpose of this Agreement is for the District to provide written authorization that permits public access to all or a specified part of the school grounds for the temporary use of school facilities as defined in section 120.13(17), Wis. Stats.

B. Conditions of Use

1. Place(s). The User shall have access to the following place(s) for the activity or activities described in Part B.3 (check all that apply): [*Note: This section will need to be customized based on the specific areas that the district is willing to permit for facility use.*]

- 1) _____ Gymnasium/Auditorium
- 2) _____ Cafeteria/Common Area
- 3) _____ Playground/Athletic Field
- 4) _____ Room numbers (please list) _____
- 5) _____ Other (please list) _____ (e.g. Stage, Audio Visual equipment, etc.).

SPECIFIC ROOMS/AREAS REQUESTED: _____

(We may not be able to give you your first choice, but we will make every effort to secure an appropriate space.)

2. Time. The User shall be permitted to use the place(s) described in Part B.1 during the following time(s):

- a. From _____ (time) to _____ (time) on _____ (date).

OR

- b. [Describe the specific times and dates – e.g., “Each Wednesday between September 1 and November 30 from 7:00 p.m. to 9:00 p.m.”]:

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- c. Termination Date: The facility use agreement shall expire on _____ [insert date].
- 3. Purpose of Request. Describe the activity or activities that will be held on school grounds pursuant to this Agreement:

Anticipated number to be accommodated: _____

Service/equipment needed: _____

- 4. Eligibility Requirement(s). Describe any eligibility requirements for participation in the activity or activities described in Part B.3 (e.g., "All participants must be in seventh grade and be members of the Blackacre Recreational Volleyball Club;" or "This activity is open to any adult who is on a team in the Midwest Softball League;" etc.):

5. Supervision.

- a. Will minors (age 17 or younger) be participating in the activity or activities described in Part B.3? Check one: _____ Yes _____ No

If "No," skip 7, b and c.

- b. Will the User provide adult supervision to minors at all times when they are on school grounds pursuant to this Agreement? Check one: _____ Yes _____ No

If "No," the User cannot enter into this Agreement or have access to District property.

The District has no responsibility for the supervision of participants who are minors unless the User receives express written notification to the contrary from the District.

- c. What will be the approximate ratio of participants who are minors to adult supervisors?

_____ minors for each adult supervisor.

Depending on the nature of the activity and the age of the minors, the District may set a minimum ratio of minors to adult supervisors. The User will certify that an adult supervisor who has current Red Cross CPR, First Aid, and AED Certification or its equivalent will be present at all times.

6. User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk. By this Agreement, the User accepts sole and exclusive responsibility for (1) providing participants with any legally-required notice(s); and (2) obtaining from participants (or their parents or guardians) any legally-required permissions as may be associated with holding an activity under this Agreement. This responsibility of the User includes, but is not limited to, (1) the provision of any mandatory notices that must be provided regarding risks of participation and/or participants' assumption of risks; and (2) the provision and return, where applicable, of an information sheet related to head injuries and concussions. The User further agrees to accept, assume, and be legally responsible for any and all liability related to providing such notices and obtaining such permissions, including but not limited to defending against all claims and paying for all damages, fees, and costs related thereto.

7. User's Liability, Proof of Insurance, Indemnification and Proof of Law.
 - a. User Liability: Nothing in this Agreement limits, reduces or eliminates any legal duty or legal liability that the User may have or become subject to (1) in relation to accessing District property and the holding of any activity pursuant to this Agreement; (2) as the organizer, sponsor or operator of any such activity; or (3) as a participant in any such activity. In connection with any activity where there is at least one participant who is not also the User identified under this Agreement, the allocation of liability between the User and any such non-User participant shall be defined by applicable law and by any enforceable agreements, waivers, releases, etc. as those parties may separately execute between or among themselves.

 - b. User's Proof of Insurance:

A copy of the User's liability insurance policy must accompany this application form. The User must notify the District of any notice of cancellations or changes in the User's liability insurance coverage. The User agrees to provide, unless expressly waived by the Board of Education, a proof of insurance certificate indicating (comprehensive, general liability), policy limits of not less than \$1,000,000.00 single limit per occurrence for bodily injury, and property damage coverage that names the "School District of Waupaca" as "Additional Insured" on the policy. The certificate of insurance naming the school district as "Additional Insured" shall be sent to the District Office a minimum of seven (7) days PRIOR to the scheduled facility use.

 - c. User's Indemnification of the District:

The User agrees to indemnify, save and hold free and harmless, the School District of Waupaca, its officers, agents and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the District, its officers, agents or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of, connected with, or attributable to rental, use and occupancy of District facilities and equipment.

The User agrees that the District is not responsible for loss of property on the part of groups/organizations or individuals using school facilities, nor for personal injury

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incurred while on school district property. The facility user applicant agrees to provide proper supervision to avoid such losses and injuries and to carry appropriate insurance protection against such contingencies.

- d. User's Compliance with Applicable Laws and Ordinances: Local, state and federal laws/ordinances, fire codes, and safety regulations must be observed. Facility users are responsible for becoming informed of applicable ordinances, codes or regulations. The User agrees to be responsible for any citations and fines as a result of their non-compliance with ordinances, codes or safety regulations and for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations. The User agrees to reimburse the District for all costs associated with fire/police/EMS response to false alarms resulting from the individual or group's use of District facilities and for all expenses incurred as the result of damage to school property over and above normal wear.
8. Facility Use Fees and Charges. Facility use fees shall be charged to those individuals or groups/organizations in accordance with the above procedures and Board-approved fee schedule in Board Procedure 830.
 9. Restrictions, Non-Transferability and Termination.
 - a. The User agrees that District facilities are to be used only as designated on the Facility Use Permit Application form. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities.
 - b. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
 - c. User shall ensure that participants will not be restricted from participation for reasons of sex, race, religion, pregnancy, marital or parental status, sexual orientation, national origin, ancestry, creed, handicap, or physical, mental, emotional or learning disability.
 - d. User shall ensure that the representative specified in the agreement is present at the scheduled event.
 - e. User shall ensure that prior approval is received before signs, banners and pennants or similar items are erected, and that they do not deface school property. Any type of temporary signs or decorations should be approved by the District Administrator/designee.
 - f. User shall ensure that the participants' vehicles will be properly parked. No motor driven vehicles will be permitted on school grounds at any time except for in parking areas. Parking is permitted only in designated areas. Recreational vehicles (including ATV vehicles, go-carts, or snowmobiles) on school property is prohibited.
 - g. Any form of golfing or using golf equipment is not permitted on school grounds. The use of roller skates, rollerblades, or skateboards is prohibited while the school building is open and/or activities or meetings are being held in the building. The use of ramps in conjunction with the above is prohibited at all times.
 - h. User shall ensure that participants are in only the requested area.
 - i. When the school gymnasium is to be used for physical activities, only persons with approved rubber soled shoes are allowed on the gym floor. Failure to comply with

- this stipulation could obligate the user to pay all costs incurred for returning the floor condition to its proper state.
- j. Furniture or fixtures may be moved only with the permission of the building principal or District Administrator.
 - k. Food and beverage only in areas where allowed and only having received written permission.
 - l. User shall ensure activities are orderly and lawful.
 - m. User shall ensure that the use of alcohol/tobacco products is not allowed in the building or on the grounds. Use and/or possession of opened or unopened alcoholic beverages, any type of intoxicants, illegal drugs, drug paraphernalia, or tobacco products is not permitted in or on school grounds.
 - n. User shall ensure that animals are not permitted inside or outside of the school buildings or grounds, with the exception of those animals used to aid the disabled or specified in the agreement. Pets used as described above must be on a leash and all village ordinances related to clean up after pets will apply. No horseback riding is permitted on school grounds.
 - o. User shall leave the building neat and orderly. All litter including paper, glass, and cans shall be deposited in receptacles provided for that purpose.
 - p. Use of loudspeakers or amplifying equipment is not permitted unless authorized by the District Administrator/designee.
 - q. No fires are permitted except as authorized by the District Administrator/designee and then by permit from the Waupaca Fire Department.
 - r. No person shall cause damage to trees, flowers, shrubs, fences, or equipment. Any known damage will be billed to the individual(s) for compensation to the school district.
 - s. Other stipulations as established by the District Administrator.
 - t. No District facility use is transferable to another party. The User agrees to pay in full, all fees or costs associated with rental of District facilities upon receipt of an invoice from the District. Failure to pay facility use fees or reimburse the District for costs/damages will result in automatic denial of future facility use requests until the delinquent fee balance is fully paid. The District reserves the right to require a fee deposit OR the estimated facility use fee to be prepaid. The District reserves the right to deny any facility use application or terminate any facility use agreement at any time with or without cause. In the event of such denial or termination, there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred.

In addition to abiding by the terms of this Agreement, the User is required to follow all District policies and rules involving use of its facilities and to complete the appropriate facility use request form.

Severability and Non-Enforceability Under State Law. If any provision of this Agreement is ruled to be unenforceable but severable, or if this Agreement or any portion thereof is not specifically enforceable as a “facilities use agreement”, then the Agreement, or the remainder thereof, shall remain fully enforceable as a written and binding agreement between the parties.

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For the District

Name and Title (Please Print)

Signature

Date

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement on behalf of the User and to obligate the User to the Agreement's terms and conditions.

For the User

Name and Position (Please Print)

Signature

Date

Fee Amount

Anticipated Fee Amount for Facility Usage: _____

Anticipated Custodial Amount for Facility Usage: _____

**Note: fees may be adjusted by District Central Office if site calculation is deemed inaccurate. The User will be notified by District Central Office of any fee changes. If facility charges change upward, the User will not be obligated to this agreement.*

Adoption Date: 12/13/2016

Revised:

Reviewed: