

# Dietrich School District No. 314

4220

## COMMUNITY RELATIONS

### FACILITIES USE AGREEMENT

Organization or Individual Requesting Facility Use: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date and Hours of Requested Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Equipment/Services Needed: \_\_\_\_\_

Insurance and Other Special District Requirements for Use: \_\_\_\_\_

Use Charge for Services/Facilities Listed: \_\_\_\_\_

Date and Amount Paid: \_\_\_\_\_

Principal's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

### Premises and Conditions

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

1. That no alcoholic beverages, tobacco 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; and
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.

### Rent and Deposit

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services (if any) provided by the District, the sum of \$\_\_\_\_\_, and this shall be due \_\_\_\_\_ days in advance. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises.

**Insurance and 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 injuries 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 the willful or negligent violation of a law.

The requesting organization or individual may be required to provide the District with a certificate of insurance prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 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.

**Non-Discrimination**

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Idaho Human Rights laws and federal anti-discrimination laws.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Dietrich School District #314:**

**Requesting Organization/Individual**

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Additional Obligations:

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