

FACILITY USE AGREEMENT

Gallatin Gateway School District

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date(s) of Requested Use: _____

Hours of Requested Use (include set up and tear down time): _____

Purpose of Use: _____

PREMISES AND CONDITIONS

Condition of Granting Lease - The granting of this lease and its acceptance by User is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, stimulants, 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. No illegal gambling 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 the 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 School, the sums as set forth, in the amount of \$ _____, and this shall be due _____ days in advance. User shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises, which will be billed to use after facility use.

OBLIGATION OF LESSEE

1. User shall maintain the premises clean and free from debris at all times.
2. User shall repair and pay for all damages to the premises caused by its employees, patrons, agents, members of its operation on the premises. The user shall be responsible for the repair and/or replacement of school equipment or property damaged beyond reasonable or normal expectation.
3. User shall permit School and its agents free access to enter into and upon the premises at all reasonable times for the purpose of inspecting the same and to make any necessary improvements.
4. User acknowledges that it has received a list of additional obligations, and it hereby consents to those obligations and agrees to adhere to and follow the same, and they are hereby made a part of this agreement.
5. User shall comply with all city, county, and state ordinances, regulations, and statutes that are applicable to User's use of the premises.
6. For public safety, fire and/or open flame are not permitted on the District premises at any time. The Fire Department and Sheriff Department have the authority to inspect the facilities at any time for the safety of the patrons
7. User shall at all times cooperate with the School District's personnel.
8. User will ensure all lights are turned off and the building is secure at time of departure.
9. User and their representatives shall be required to enforce all COVID-19 related regulations and policies as stated by the local and state agencies at the time of the events.

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 shall 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.

The Lessee is fully aware of the physical condition of the facility, accepts the use of the facility in an "as is" condition, and agrees to comply with all terms and conditions of the Facility Use Agreement, including the Indemnification provision, knowing the physical condition of the facility.

The school district shall not be held liable for accidents and/or injury suffered by individuals engaged in activities occurring within or upon the school facilities during the time the facilities are being rented. The school district assumes no liability for loss of property.

NON-DISCRIMINATION

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

DISTRICT’S RIGHTS

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes or if the group or individual fails to comply with Title IX regulations of the Civil Rights Acts and any and all laws, rules and regulations, policies, and ordinances of the State of Montana, Gallatin County, and School District No.365 shall constitute good and sufficient cause for termination of the building use agreement and discontinuation of facility use.

DATED this ____ day of _____, 20__.

Gallatin Gateway School District:

User Name Print: _____

By _____

By _____

Key # _____

Address _____

Return Date _____

Phone _____

Email _____

Additional Obligations/Fees/Equipment Use:

GALLATIN GATEWAY SCHOOL RULES AND REGULATION FOR BUILDING USE

1. The school district promotes community use of school facilities during the hours when school is not in session. The use of the facilities will follow the priority of: (1) school-sponsored activities; (2) community recreation, youth groups, and cultural activities; (3) other educational activities.
2. General public use requests must be shown to be: (1) of an educational nature; (2) likely to contribute to the physical, moral and ethical well being of the participants; (3) legally and culturally acceptable; and (4) open to all regardless of color, sex, creed or national origin.
3. Application requesting the use of the school facility must be presented to the Superintendent at least 10 days in advance of the time desired and it must be signed by the individual, President, Secretary, or qualified representative of the organization desiring the use of the building.
4. The school premises shall not be available on school days before 5pm except under special conditions.
5. Scheduling guidelines will apply to teams and organizations and each team/organization will be limited to two practices per week, 2 hours each practice. Week long camps can be scheduled during extended school vacations, but will be limited to 3 weeks for each group/organization.
6. The district shall charge a rental rate, which will recover utility, capital expense, maintenance and overhead costs for the use of the facility. Should there be custodial costs incurred as a result of the use, custodial costs will also be charged. Rental fees are as follows:

Gym (no locker room access)	\$50/hour + custodian as deemed necessary by District
Gym (with locker room access)	\$75/hour + custodian as deemed necessary by District
Cafeteria	\$50/hour + custodian as deemed necessary by District
Classroom	\$35/hour + custodian as deemed necessary by District
Library	\$35/hour + custodian as deemed necessary by District
Equipment	per use fee will be charged as agreed upon by both parties

Fees may be waived, at the Superintendent's discretion, for private non-profit groups/individuals who are providing an activity for students or the community of the Gallatin Gateway School District (must be 75% or more of participants) that do not charge participation or admission fees. Use by religious groups or organizations will be charged rental fees as listed above. School-related organizations such as GGPIE, Foundation, GYG, or Booster Club will not be charged rental fees.

7. The use of the school premises will be denied, when the opinion of the Superintendent or the Board of Trustees, such use may be construed to be solely for commercial purposes, there is a probability of damage or injury to school property or if the activity is deemed to be improper to hold in school buildings.
8. In case of loss or damage to school property, the organization and/or individual signing the request shall be fully responsible and liable.
9. The Gallatin Gateway School District reserves the right to require a certificate of insurance from the renting agency. If a certificate is required, said certificate requirements are specified on the accompanying page.
10. No furniture or apparatus shall be moved or displaced without permission and must be returned to the original location by the user.
11. Access to the facility will only occur after the facility use agreement has been approved and only for the specific time stated on the agreement. No access to other rooms in the building shall be permitted unless designated by agreement.

12. There shall be no narcotics, drugs (including tobacco or nicotine products), stimulants, or alcohol used or sold in or about school buildings and premises, nor shall profane language, quarreling, fighting, or gambling be permitted. Violations of this rule by an organization during occupancy shall be sufficient cause for denying further use of school premises to the organization.
13. Wax or other preparations ordinarily used on dance floors is not to be used on gymnasium floors
14. The Superintendent may require a school employee to be present during use of the building by the non-school organization. In such a case, the requesting organization will pay for the employee expense (i.e. custodians, overtime).
15. When the school official finds it necessary that police or other security personnel be retained for crowd control, such a requirement may be added as a condition of this facility use contract.
16. Any and all accidents during building use will be reported to the District Superintendent.
17. User will be responsible for cleaning and sanitizing facilities in accordance with COVID-19 standards. If user would not like to complete cleaning themselves a charge of \$45/hour (minimum of 2 hours) will be charged for the District to provide cleaning.

Gallatin Gateway School District

INSURANCE REQUIREMENTS FOR FACILITY USE PERMIT

“The user of the facility shall provide the Gallatin Gateway School District with a certificate of insurance. Said certificate shall name Gallatin Gateway School as an additional insured. Such certificate 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. Said insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person, \$1,500,000 for all bodily injuries and death 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 of \$1,000,000. Said certificate shall contain a provision that the insurer not cancel or refuse to renew to renew without giving the Gallatin Gateway School District written notice at least 10 days before the effective date of the cancellation or non-renewal.”

You may have your insurance carrier mail, fax, or email a copy to:

Gallatin Gateway School
Attn: Erica Clark
PO Box 265
Gallatin Gateway, MT 59730

FAX: 406-763-4886
Phone: 406-763-4415 ext. 10
eclark@gallatingatewayschool.com