

FACILITY USE AGREEMENT

Gallatin Gateway School District

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Premises and Conditions

1. 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 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.

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.
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 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. User shall at all times cooperate with the School District's personnel.

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.

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.

DATED this ____ day of _____, 200__.

Gallatin Gateway School District:

User:

By _____

By _____

Key # _____

Address _____

Return Date _____

Phone _____

Additional Obligations

GALLATIN GATEWAY SCHOOL RULES AND REGULATION FOR BUILDING USE

1. 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 President, Secretary, or qualified representative of the organization desiring the use of the building.
2. The school premises shall not be available on school days before 5 pm except under special conditions.
3. Rental fees are as follows:

Gym	\$30/hour + custodian
Cafeteria	\$30/hour + custodian
Classroom	\$25/hour + custodian
Library	\$25/hour + custodian

Fees (will) (may) be waived for private non-profit groups that do not charge admission fees. Use by religious groups or organizations will be charged rental fees as listed above.
4. 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.
5. In case of loss or damage to school property, the organization and/or individual signing the request shall be fully responsible and liable.
6. 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.
7. No furniture or apparatus shall be moved or displaced without permission.
8. No access to other rooms in the building shall be permitted unless designated by agreement.
9. There shall be no smoking within the school buildings. There shall be no narcotics, drugs, 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.
10. Wax or other preparations ordinarily used on dance floors is not to be used on gymnasium floors
11. The Superintendent may require a school employee to be present during use of the building by the non-school organization. In such case, the requesting organization will pay for the employee expense (i.e. custodians, overtime).
12. When the school official finds it necessary that police or other security personnel be retained for crowd control, such requirement may be added as a condition of this facility use contract.
13. Any and all accidents during building use will be reported on attached Accident Report form.

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.”