

# FACILITY USE AGREEMENT (Use of School Facilities or Grounds)

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**APPLICATION MUST BE SIGNED & RETURNED  
TWO (2) WEEKS PRIOR TO USING THE FACILITY**

The Swallow School District [hereinafter the "District"] and \_\_\_\_\_ [hereinafter "User"] hereby enter into this facility use agreement (hereinafter the "Agreement").

**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):

FACILITY TO BE USED     CAFETERIA    GYM    CLASSROOM  
    PARKING LOT    ATHLETIC FIELD    OTHER

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.)

1. Time. The User shall be permitted to use the place(s) described in Part B.1 at 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."]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Termination Date: The facility use agreement shall expire on \_\_\_\_\_

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2. Purpose of Request. Describe the activity or activities that will be held on school grounds pursuant to this Agreement:

\_\_\_\_\_

\_\_\_\_\_

3. Anticipated number to be accommodated: \_\_\_\_\_

4. Service/equipment needed: \_\_\_\_\_

5. 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 Kickball League;" etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. 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 unless the User receives express written permission from the District.

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.

7. 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

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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.

8. 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 "Swallow School District" 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 fifteen (15) 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 Swallow School District, 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 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.

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- 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.
9. 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 Policy 830AG.
  10. 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. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
    - b. User shall ensure that participants will not be restricted from participation for reasons of the person's gender, race, age, religion, political beliefs, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. Gender shall not be utilized as a determinant for participation in a program except when gender is a bona fide qualification. This policy also prohibits discrimination as defined by Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act effective 1992.
    - c. User shall ensure that the representative specified in the agreement is present at the scheduled event.
    - d. 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.
    - e. User shall ensure that the participants' vehicles will be properly parked.
    - f. User shall ensure that participants are in only the requested area.
    - g. Due to allergy and cleaning needs, prior approval for food and beverage must be sought and if granted is only allowed in areas where permission has been granted.
    - h. User shall ensure activities are orderly and lawful.
    - i. User shall ensure that the use, sale, or distribution of alcohol/tobacco products is not allowed in the building or on the grounds.
    - j. User shall ensure that animals are not permitted inside the school building, with the exception of those animals used to aid the disabled or specified in the agreement.
    - k. User shall leave the building neat and orderly.
    - l. No school property or equipment will leave the school premises.
    - m. Exterior doors must remain locked until the adult supervisor in charge of the activity arrives.

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- n. Definition of Half-Day: A half-day or evening will be equivalent to 4 hours.
- o. Definition of a Resident: A resident per Wisconsin Statutes is an individual who resides within the boundaries of the school district. The place the individual resides in is where he/she normally sleeps.
- p. Other Stipulations as established by the District.
- q. 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.

## 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

**Adoption Date: July 18, 2012**

**Revised: October 29, 2012**