

Anaconda Public Schools  
FACILITIES USE AGREEMENT

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

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

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

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

Will there be an admission fee? \_\_\_\_\_ If so, how much? \_\_\_\_\_

**Premises and Conditions**

**Conditions of Facilities Use:** Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, 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.
4. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
5. The presence of weapons, including firearms, must be previously reviewed and approved by the Board of Trustees in accordance with Montana law.

**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 \$\_\_\_\_\_ (Refer to the rate schedule on back of form), and this shall be **due five (5) days in advance**. The requesting organization or individual shall be responsible for the actual cost of repair or replacement, including costs, disbursements, and expenses, resulting while it has use of the premises.

**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 of injury 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 willful or negligent violation of a law on the part of the School District. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the School District from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the School District.

**Insurance**

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

### Special Events Coverage

The District requires the event holder to purchase a special event liability policy for the event, and to name the district as an additional insured on the policy. The event holder should provide the District with a certificate insurance outlining the coverage limits and that the district has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

### Non-Discrimination

The District will consider requests for use of district facilities for political purposes and activity in accordance with Montana law. The requesting organization or individual agrees to abide by 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 \_\_\_\_\_, 20\_\_.

#### Anaconda School District:

By \_\_\_\_\_  
Administrator

By: \_\_\_\_\_  
Superintendent or designee

#### Requesting Organization or Individual:

By \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Additional Obligations: (To be completed by Building Principal)

#### Schedule of Rental Charges:

No charge will be made to the following groups or organizations:

- School-approved adult education classes;
- PTA units with a direct connection to the Anaconda Schools;
- Tax-supported bodies such as city or county administration;
- Scouts, Cubs, 4-H, and similar educational organizations open to any and all youth;
- School-approved organizations which offer special educational value.

Civil clubs, charitable and character-building organizations, and other organized groups (not including religious, political, or fraternal bodies) conducting meetings for which no admission is charged and devoted to community interest or child welfare:

- Provide the District with a Certificate of Acord (liability insurance) naming the District as the second insured and engineer fees.

Events for which admission is charged and all others, including civic, fraternal, religious, or political group meetings, which, by using school facilities, place schools in a position of competing with private auditoriums or halls:

- |                            |  |
|----------------------------|--|
| • High School Gym          | \$125.00 + Certificate of Acord and custodial fees |
| • Multi-Purpose auditorium | \$75.00 + Certificate of Acord and custodial fees  |
| • Classrooms               | \$50.00 + Certificate of Acord and custodial fees  |

**PLEASE NOTE: IF APPLYING TO USE MORE THAN ONE FACILITY, A FACILITIES USE AGREEMENT MUST BE COMPLETED FOR EACH FACILITY AND MUST BE SIGNED BY THE BUILDING ADMINISTRATOR. ONCE FORWARDED AND SIGNED BY THE SUPERINTENDENT/DESIGNEE, A COPY WILL BE MAILED TO THE REQUESTING PARTY.**