Notice Form 4330-NF(1): Community Use of School Facilities

Status: ADOPTED

Original Adopted Date: 05/10/2023 | **Last Reviewed Date:** 05/10/2023

SCHOOL FACILITIES/GROUNDS USE AND ASSUMPTION OF RISK FORM
Beaverhead County High School

Organization or Individual Requesting Facility Use: _____
Facility Requested: _____
Date and Hours of Requested Use: _____
Purpose of Use: _____
Custodial Cost, if needed: _____

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. All District policies are in effect and shall be honored during the rental period and while the requesting organization is using the facility.
2. 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. The District uses audio and video surveillance to monitor activity in the facility.
5. The presence of weapons, including firearms, is prohibited unless previously reviewed and approved by the Board of Trustees in accordance with Montana law.
6. All District-owned equipment, facilities, and other property will remain unchanged and undamaged and the requesting organization or individual will pay for any damages to District property. All fobs, or other access items will be returned to the District. Access to the facility will be restricted to the identified points of ingress and egress.
7. All attendees and participants shall honor and enforce County Health Department directives and safety standards and School District policies regarding the health and safety at gatherings and events held at the school. The requesting organization is expected to specifically comply with all cleaning and disinfecting protocols outlined in District policy as attached.

Failure to honor these covenants will result in cancellation of the event and/or all available remedies under the 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 $_____, and this shall be due _____ 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.

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.

The requesting organization understands that the District will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved. Any negligence arising out of use of the facilities or grounds under this agreement shall be attributed to requesting entity as comparative negligence within the meaning of Section 27-1-702, MCA.

The School District DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination
The District will consider requests for use of district facilities for political purposes and activity in accordance with Montanan 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, the event will violate District policy, or if the conditions outlined in this agreement are not satisfied. The District reserves all rights under the law to seek remedy in the event School District property is damaged.

DATED this _____ day of _____, 20__.

_____School District:

By _____

Requesting Organization or Individual:

By _____
Address _____
Phone _____

Additional Obligations _____
_____

Montana Code Annotated References	**Description**
16-12-108	Limitations of Marijuana Regulation Act
20-1-220	Use of tobacco product in public school building or on public school property prohibited
20-6-602	Trustees' power of property
20-6-607	Leasing district property and disposition of any rentals
45-8-361	Possession of weapon in a school building

Montana Constitution References	**Description**
Article X, section 8	School District Trustees

Cross References	**Description**
4315	Visitors and Spectator Conduct

Date of Event:_____

BCHS Support Staff Name:_____Contact Phone:_____

Event Coordinator Contact Name:_____Contact Phone:_____

Facility Access Start Time:_____

Time Event Starts_____Time Event Ends:_____

Descriptions of Activity and Facilities Needed (Please be specific):

_____

_____

_____

Facility Setup Expectations and Needs:

_____

_____

_____

_____

_____

_____

_____

Event Coordinator Cleaning Expectations After Facility Use:

_____

_____

_____

_____

_____