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FACILITIES USE AGREEMENT

Gardiner School District

8 Organization or Individual Requesting Facility Use:

9 Facility Requested:

10 Date and Hours of Requested Use:

11 Purpose of Use:

Premises and Conditions

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- 15 1. Conditions of Facilities Use - Use of District facilities is conditioned upon the following
 - 16 covenants:
 - 17
 - 18 a. That no alcoholic beverages, tobacco or other drugs are sold or consumed on the
 - 19 premises by the requesting organization or individual or any of its employees,
 - 20 patrons, agents, or members.
 - 21 b. No illegal gambling or lotteries will be permitted.
 - 22 c. That no functional alteration of the premises or functional changes in the use of
 - 23 such premises shall be made without specific written consent of the District.
 - 24 d. That adequate supervision is provided by the requesting organization or individual
 - 25 to ensure proper care and use of District facilities.

Rent and Deposit

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29 The requesting organization or individual agrees to pay the District, as rent for the premises and
30 as payment for special services (if any) provided by the District, the sum of \$_____, and
31 this shall be due ____ days in advance. The requesting organization or individual shall be
32 responsible for the actual cost of repair or replacement, including costs, disbursements, and
33 expenses, resulting while it has use of the premises.

Insurance and Indemnification

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37 The requesting organization or individual, by signature below, hereby guarantees that the
38 organization shall indemnify, defend, and hold harmless the District and any of its employees or
39 agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses
40 arising out of injury or death to any person or persons or damage to any property of any kind in
41 connection with the organization or individual's use of the District facility, which are not the
42 result of fraud, willful injury to a person or property, or willful or negligent violation of law.

43
44 The requesting organization or individual shall provide the District with a certificate of insurance
45 prior to the use of the facility. The certificate shall show coverage for comprehensive general

1 liability insurance in an amount not less than One Million Dollars (\$1,000,000) for injuries to or
2 death of any person or damage to or loss of property arising out of or in any way resulting from
3 the described use of the facility.

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5 **Non-Discrimination**

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

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10 **District's Rights**

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12 The District reserves the right to cancel this Agreement, when it is determined by the District
13 that the facilities are needed for school purposes.

14
15 DATED this ____ day of _____, 20__.

16
17
18 **Gardiner School District:**

Requesting Organization or Individual:

19
20
21
22 By _____

By _____

23
24 Address _____

25
26 Phone _____

27
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29 **Additional Obligations**

30
31 _____
32 _____
33 _____