

MONROE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

FACILITIES USE AGREEMENT

WHEREAS, it is the policy of the Monroe Local School District Board of Education (the "Board") to permit the use of District grounds and facilities when permission has been requested in writing by a responsible organization or a group of citizens and permission has been approved by the Superintendent or designee; and

WHEREAS, _____ (the "User") has requested permission from the Superintendent to utilize District grounds and facilities and the Superintendent has given permission for the use of District grounds and facilities; and.

WHEREAS, the Board owns and operates the property ("Property") described below, User desires to use said Property, and the Board agrees to make said Property available to User at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use Property for the stated purposes, User agrees to pay the fees, if any (see attached Fee Schedule), and abide by the terms and conditions set forth in this Agreement.

We seek permission to use the following school facilities:

School Building: _____

Spaces/Athletic Facilities needed: _____

If for a season or extended period, state the beginning and ending dates. (Attach an additional sheet describing spaces needed if necessary)

<u>Day</u>	<u>Date</u>	<u>Event Hours</u>	
		<u>From</u>	<u>To</u>
_____	_____	_____	_____
_____	_____	_____	_____

Purpose: _____

Name of Adult in Charge: _____

We wish entrance to the facility at: _____ (time)

We will vacate the facility by: _____ (time)

We (will) (will not) charge an admission fee. We expect an attendance of approximately _____ persons.

We require use of the following, and understand there may be a charge for such use:

Video Projector		Use of Press Box		Use of Locker Rooms	
Theatrical Lighting		Additional Chairs Set up		Additional Tables Set up	
Sound System/PA System					

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Depending on the use of these items and depending on the space requested school district personnel may be required and their expenses will be charged back to the group renting the facility.

Additional Requests or Comments: _____

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements performed as hereinafter set forth, agree as follows:

1. Use of the facilities shall be free of charge or in accordance with the established fee schedule (see attached Fee Schedule) and available only after school hours.
2. User agrees to abide by all Board guidelines, rules, regulations and policies regarding the use of Board facilities and all laws and regulations of the State of Ohio.
3. Should weather conditions (or other school emergency) force closing of the building, rental use will be suspended.
4. The Board reserves the right to cancel an event due to inclement weather.
5. Gymnasium floors must be protected at all times for all traffic other than that of participants in the activity for which the gymnasium was let. All participants in athletic activities must be equipped with suitable gym shoes.
6. If it is the judgment of the principal/superintendent/designee, necessary police protection must be provided to insure safety, care of property, and the management of any crowd that may be in the building.
7. The sale or consumption of alcoholic beverages and the use of obscene or profane language is prohibited.
8. In the interest of safety and in compliance with Ohio law, smoking is prohibited in school buildings.
9. Mechanical equipment in the buildings is not to be used except by a school employed operator. In such a case, additional charges may be required. Arrangements must be made with the building principal/superintendent prior to the use of any mechanical equipment.
10. In the absence of certificated personnel, the custodian on duty is the school representative in charge. His/her authority will be supported by the Board of Education.
11. The building and its equipment must be given good care. Persons using the building will be held responsible for any damage done as a result of their use of the buildings.
12. The Board reserves the right to deny the privilege of using the property to any person or group who fails to abide by Board guidelines, rules, regulations and policies and to set any other reasonable condition(s) for its use.
13. Thermostats are not to be moved unless otherwise authorized by the building principal/superintendent.
14. User agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the Property. User shall make no temporary or permanent modifications to the Property without the prior written consent of the Board.
15. User agrees not to use Board facilities to raise funds for political purposes or to use Board facilities for an illegal purpose.

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- 16. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by User and must not be used by User for any purpose other than ingress to or egress from the premises.
- 17. The user shall be fully responsible for all loss or damage to District property, including property of students and employees. It is further understood that the group renting the facility will have to secure commercial liability insurance and provide a copy of a Certificate of Liability Insurance with Monroe Local Schools listed as an additional insured. This certificate should include the following: Each Occurrence \$1,000,000, Damage to Rented Premises \$300,000, Medical Expense \$5,000, Personal and Adv. Injury \$1,000,000, General \$1,000,000 per occurrence and \$2,000,000 aggregate, Products – Comp/OP Agg \$3,000,000. This certificate must be in place prior to first rental occurrence and the dates on the certificate must coincide with all of the rental dates.
- 18. User may not use the Board’s name or marks, or imply Board endorsement or support, without express permission from an authorized Board official.
- 19. Any property left on the Property shall, after a period of 30 days from the last day of the scheduled use, be deemed abandoned and shall become property of the Board to be disposed of or utilized at the Board’s sole discretion.
- 20. This Agreement is personal and User shall not assign this Agreement nor allow any other person, group or entity to use the Property during the scheduled time(s) without the prior written consent of the Board.
- 21. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- 22. By signing this Agreement, User agrees to indemnify, defend and hold harmless the Board, its officers, employees, volunteers, agents and subcontractors from any claims, suits, causes of action, legal or administrative proceedings, damages, liability, monetary loss, interest, attorney’s fees, cost and expenses of whatsoever kind or nature arising out of or connected with the use of Board Property, including those arising out of injury to or death of officers, employees, volunteers, agents or subcontractors of the user of the premises.

IN WITNESS WHEREOF, _____ (User), and the duly authorized representatives of the **Monroe Local School District Board of Education** have executed this Agreement on the dates set forth opposite their names.

Name of Organization/person/group

By: _____
Signature

Address: _____

Telephone: _____

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THIS SPACE FOR DISTRICT USE

This request has been approved and granted.

RENTAL \$ _____ OTHER FEES \$ _____

All rental and other fees are payable when bill is received and checks are to be made payable to Monroe Local Schools. Questions may be directed to the Treasurer's Office- 513-539-2536

This approval is subject to certain other conditions as set forth below:

The District has received and attached a copy of the appropriate Certificate of Insurance-

Admin Initials Indicate Received.

Business Manager/Athletic Director Signature

Date

* * * * *

This request cannot be granted for the following reason(s):

Business Manager/Athletic Director Signature

Date