

**FACILITIES USE AGREEMENT  
Park City School District #5**

This Facilities Use Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and effective immediately, by and between PARK CITY SCHOOL DISTRICT #5, hereinafter referred as to "School", and \_\_\_\_\_, hereinafter referred to as "User".

**ARTICLE I  
Premises and Conditions**

Premises – For and in condition of the terms and covenants of this lease to be performed by User, all of which User accepts, School hereby leases to User the Park City School District #5 facilities described as:

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

Date(s) and Time(s) the facilities are to be used: \_\_\_\_\_

Additional Equipment Authorized for Use: \_\_\_\_\_

\_\_\_\_\_

Specific Nature of Activity: \_\_\_\_\_

**User agrees to use and permit the use of only those School facilities specifically leased to User. Groups are to remain in the area designated for them. Any area not specifically listed above is absolutely off limits.**

Condition of Granting Lease – The granting of this lease and its acceptance by User is conditioned upon the following covenants:

- A. That no alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by User, its employees, patrons, agents, or members.
- B. No illegal games of chance or lotteries will be permitted.
- C. That no functional alteration of the premises or functional changes in the use of such premises shall be made by User, without specific written consent of School.
- D. That adequate supervision is provided by User to ensure proper care and use of school facilities, including adult supervision and police supervision when necessary, appropriate, or requested by the Board.
- E. The facility must be left as clean or cleaner than prior to the activity. The organization is solely responsible for cleaning of facility immediately following termination of activity. The gym floor must also be cleaned **before** being used.
- F. Should the gymnasium floor be used, white soled shoes or stocking feet only will be used. Locker rooms are closed unless part of this use agreement. Public restrooms will be used and left as clean as they were previous to their use.

**ARTICLE II  
Rent and Deposit**

User agrees to pay to School per event, as rent for the premises and as payment for special services (if any) provided by School, the sums as set forth, in the amount of \$\_\_\_\_\_, and this shall be due 3 days in advance. User shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises. Additional deposit amounts are so specified in the Additional

Obligations section of this agreement.

Fee Schedule

- Level 1 - This group includes those organizations whose activity is solely for the benefit of the school and non-sectarian youth groups. They may use the gymnasium and rooms free of charge.
- Level 2 - This group includes those community organizations and churches that sponsor non-profit activities for community benefit. Gymnasium rental is \$10, all other rooms will rent for \$5.
- Level 3 - This group includes those community organizations which sponsor activities for their own benefit. They will be charged \$25 plus custodial fees for the use of the gym, \$10 plus custodial fees for all other rooms.

**ARTICLE III**

**Obligation of Lessee**

- A. User shall maintain the premises clean and free from debris at all times.
- B. User shall repair and pay for all damages to the premises caused by its employees, patrons, agents, members of its operation on the premises.
- C. User shall permit School and its agents free access to enter into and upon the premises at all reasonable times for the purpose of inspecting same and to make any necessary improvements.
- D. User acknowledges that it has received a list of additional obligations, and it hereby consents to those obligations and agrees to adhere to and follow the same, and they are hereby made a part of this agreement.
- E. User shall comply with all city, county, and state ordinances, regulations, and statutes that are applicable to User's use of the premises.
- F. User shall at all times cooperate with the Park City School District #5's personnel.

**ARTICLE IV**

**Insurance and Indemnification**

User shall indemnify and hold harmless the school and its agents and employees for and from any and all loss, including attorneys' fees, damages, expenses, and liability arising out of its use of school property. User also agrees to pay any damages to school facilities, furniture, or equipment arising out of its use of school property, whether such damage was accidental or deliberate. The cost of damages will be based on the repair or replacement cost, the choice of which is the Board's discretion. Further, User agrees to supply proof of insurance, verifying that the group maintains adequate insurance coverage against personal injury and/or property loss.

**ARTICLE V**

**Lessee Not To Discriminate**

User agrees that neither it, its employees or agents, will refuse, withhold from, or deny any of its services, goods, facilities, advantages, or privileges because of sex, race, age, physical or mental handicap, creed, political ideas, marital status, religion, color, or national origin, and that it will not publish, circulate, issue, display, post, or mail a written or printed communication, notice, or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in school facilities will be refused, withheld from, or denied to a person because of sex, race, age, physical or mental handicap, creed, political ideas, marital status, religion, color, or national origin.

**ARTICLE VI**

**Waiver of Liability**

The undersigned party, hereinafter referred to as **User**, as indicated by signature below, knows, understands, and appreciates that use of any facility, equipment, or property, whether real or personal, of the Park City Public Schools, carries with said use the risk of death; carries with said use the risk of injury, including, but not limited to, paralysis, broken bones, disfigurement, muscle and/or ligament damage or other serious trauma; and carries with said use the risk of contraction of communicable diseases. User also acknowledges that the possibility exists of committing sexual harassment violations.

**User**, by signature, hereby releases the Park City Public Schools and their agents, now and forever, from any and all liability for death, injury, or contraction of diseases suffered while using any facility, property, or equipment of the Park City Schools.

**User**, by signature, also hereby releases the Park City Public Schools and their agents, now and forever, from any and all liability for incidents of sexual harassment which may occur while the party is using facilities, equipment, or property, whether real or personal, of the Park City Public Schools.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Park City School District #5:**

**User:**

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Additional Obligations \_\_\_\_\_

Policy Form History:

Adopted on: April 19, 2010

Reviewed on: December 21, 2009

Revised on: March 15, 2010