

Klamath Falls City Schools Facility Use License

- Class A
- Class B
- Class C

Name of Organization _____

Name of facility to be used _____ Date(s) _____

We would like to have the facility from _____ am pm until _____ am pm

Type of activity: _____

If equipment is needed, please indicate below:

We/I understand that we/I will be responsible for the facility and equipment contained within. We/I have authority to sign this agreement on behalf of the organization listed hereon and to bind said organization to the terms set forth within. Furthermore, we/I will ensure that the following rules are followed by my organization:

1. Adequate and appropriate supervision will be provided by us/me and maintained.
2. Only members of the above organization or group can use this facility.
3. Alcoholic beverages and any form of illicit drugs or narcotics are prohibited.
4. Tobacco use in any form is prohibited.
5. Only footwear approved for the facility being used can be worn.
6. Only school equipment listed on this form can be used.
7. If user requires more than 60 amps of 220 volts of power, Mills Auditorium cannot be used.
8. The facility must be cleaned up by us/me before leaving (replace desks, chairs, tables, bleachers, etc.)
9. We/I will provide our/my own insurance for persons involved with facility use; we/I understand no insurance is provided by the school district. We/I will provide a certificate of insurance before we/I are permitted to use the facility.
10. We/I agree to be bound by the terms set forth on page 2.

PERSON RESPONSIBLE: (print legibly, please)

Name _____ Phone _____

Address _____

SIGNATURE OF PERSON RESPONSIBLE: _____

The school administrator will complete the following items:

Custodian Notified Yes No

Class B & C: Charges \$ _____
Insurance requirement: Mandatory

Building Principal Approved? Yes No

Principal's Signature: _____ Date: _____

Superintendent's or Designee's Signature: _____ Date: _____

LICENSE FOR FACILITY USE

The following sections apply to all Class B and/or C users, and also apply to Class A users unless they are notified in writing by the District that they are considered as being organized under the District's supervision.

SECTION ONE: INSURANCE

The District provides no insurance coverage of any kind for any activities conducted on the property by Licensee. Specifically, but not by way of limitation, the District carries no Commercial or Personal Liability coverage, no Automobile Liability or Physical Damage coverage, no Health or Accident coverage, no Director's and Officer's coverage nor Errors and Omissions coverage for the Licensee or its agent, employees, members or volunteers. Licensee will need to obtain such coverage on its own. Licensee shall obtain Liability Insurance covering licensee, its agents, employees, volunteers, members and guests for any and all types of claims or loss which may arise from use of the premises or activities thereon. The Policy shall have a single limit liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Licensee shall cause its insurance agent/company to have the District named as an additional insured on the Policy. Licensee shall provide the District with proof of insurance coverage, as described herein, within three (3) days of execution of this agreement and may not use the facilities until the coverage is obtained and accepted by the District's Business Manager or Insurance Agent of Record.

SECTION TWO: INDEMNITY AND RESPONSIBILITY

Licensee shall at all times hold the District harmless, indemnify and defend it from any and all claims, demands and/or liabilities arising out of or in any way connected with licensee's use of the premises, whether said claims are made by the individuals on the facilities during the time of Licensee's use. Licensee shall be responsible for the conduct of all individuals on the facilities during the time of Licensee's use. The Licensee agrees to erect no barrier whatsoever that causes any individual with a disability, as defined by the Americans with Disabilities Act of 1990, from having access to any part of the District's premises while used under this agreement and occupied by the Licensee or their agents. In the event the Licensee fails to provide accessible programs, materials, equipment, services or access to an individual with a disability, or removes, disables, hinders or erects any barrier preventing access to an individual with a disability while the Licensee is in possession of the premises, the Licensee shall be held solely responsible for that action. The District shall be held harmless by the Licensee for the Licensee's action or inaction of compliance with the Americans with Disabilities Act, Public Law 101.336, and the Licensee shall indemnify the District against any and all complaints and defend the District from all actions arising from the Licensee's negligence of compliance during the Licensee's occupancy of the District's premises. **WARNING:** The person signing the License may be personally liable to the District for any claim, demand or liability that may arise from this use.

SECTION THREE: WORKER'S COMPENSATION

Licensee acknowledges that neither it nor any of its members, invitees, agents, or employees are employees of the District and that the District is not responsible for the provision of Worker's Compensation coverage for the activities of Licensee.

SECTION FOUR: CONTROL OF FACILITY AND SUPERVISION

The District or its designees shall at all times maintain ultimate control of the facility and may deny access any time, when in the best interest of the District. Any questions regarding use or access will be resolved by the District's Risk Manager or the District Superintendent. All such decisions will be final. Adequate supervision shall be required for all outside use of school facilities and equipment. The superintendent or designee may require additional general supervision for activities. Minimum supervision in a building shall require that a designated staff person be responsible or on duty in the building during any event or activity of an outside group.

SECTION FIVE: TERMINATION

- A. Either party may terminate this agreement at any time by giving written notice to the other, specifying the date of termination. Such notice shall be given not less than three (3) days prior to the date specified in such notice for the date of termination.
- B. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party giving written notice to the other, specifying the date of termination. Such notice is to be given within thirty days following such partial destruction and not less than three days prior to the termination date specified in such notice.
- C. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated as bankrupt, or take advantage of any bankruptcy or insolvency law, this agreement terminates without further notice.
- D. On any termination of this agreement, Licensee shall quit the above-described property, and shall remove from such property all property installed in, on, or attached to the above-described property.
- E. Any termination of this agreement, howsoever caused, shall be entirely without prejudice.

SECTION SIX: GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon.

SECTION SEVEN: ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION EIGHT: MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE: NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TEN: ATTORNEY FEES

In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION ELEVEN: ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior express and written consent of the other party.