

RONAN PUBLIC SCHOOLS

Use of Football/Soccer/Track Complex

Contract Terms

1. User agrees to pay all fee under this contract in cash, personal check, school check, certified check, or bank cashier's check. User agrees to compensate for any loss of or damage to equipment, damage to any wiring and damage to the premises from any cause during the term of this Use Permit.
2. Time shall be of the essence of this agreement, and the time granted shall not be extended for the occupancy or use of the premises or for the removal of equipment without the written permission of the District and all additional time shall be paid at 50% of rental cost.
3. The user shall remove from service upon request from the District any employee not adhering to the rules and regulations relating to their conduct.
4. User agrees to comply with all laws, ordinances and rules of the District, City of Ronan, State of Montana and the United States, applicable to the use of said described facilities. (i.e. the School District is tobacco and alcohol free).
5. User agrees that it will not use any decorative materials determined to be flammable or combustible in or about said facilities without first securing the prior inspection and approval of the Ronan Public Schools and Ronan Fire Department.
6. User agrees to use a certified electrician and pay for any electrical work required beyond what is specifically provided by the District.
7. User agrees that no advertising or other matter shall be placed or posted or distributed in or about said described facilities or announced or publicized over any loud speaker without first having obtained the written permission of the District.
8. User agrees that it will not distribute in any manner or permit to be distributed in any manner tickets in excess of the seating capacity, or admit a larger number of persons than can safely and freely move about in the space contracted for, and the decision of the District in this respect shall be final.
9. User shall not injure, mar or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner injured, marred or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
10. Erection of special platforms, scaffolding, rigging and other apparatus is the responsibility of the User. In order to insure the safety of performers and the public, the user shall comply with all applicable safety standards. The User will then take the necessary action required to insure the safety of the performers and the public.
11. User agrees that it will not use the District equipment, tools or furnishings, located in or about described facilities not included in this Use Permit, without first seeking and receiving approval of the District representative.

12. User hereby indemnifies and holds the District harmless of and free from any all loss, damage or injury to any person or person whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities; and the User further agrees to waive all claims against the District on account of any loss, damage, or injury from whatever cause which may occur to it or its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Use Permit is granted.
13. User agrees to carry public liability insurance for bodily injury and property damage in an amount up to \$1,500,000.00 combined single limit and the User shall, at the time of the execution of this Use Permit, furnish the District representative with a copy of said policy or a certificate that such insurance has been issued, and School District #30 shall be named as an additional assured thereunder, or agreed to purchase School District #30 football/soccer/track complex per day premium.
14. In the event the User is engaged in nonspectator related activity, the District reserves the right to separately assess the Users need for liability insurance.
15. The school district reserves the right to deny facilities requests should their use interfere with school sponsored activities or school supported activities such as track meets and much more. The Ronan football/soccer/track complex gives first priority for school sponsored and school supported activities.

RENTAL COSTS

- \$500.00 per day
- Refundable booking and damage deposit of \$500.00 is required upon confirmation of booking. Rent is due 30 days prior to the event. Ronan School District #30 reserves the right to cancel the event if any of the payments specified in the agreement or the certificate of insurance are not received by the date set forth.
- Ronan School District #30 retains ability to negotiate a higher cap than maximum amount required for rent.
- Concessions: Ronan School District #30 retains right to all food and beverage concessions.
- Additional Charges
- Clean Up Charges -

RONAN SCHOOL DISTRICT #30
FACILITY USE AGREEMENT
FOOTBALL/SOCCER/TRACK COMPLEX

Please print or type:

ORGANIZATION REQUESTING USE _____
AUTHORIZED SIGNATURE _____
ADDRESS _____ TELEPHONE _____
ADMISSION FEE _____
DESCRIPTION OF USE _____
NO. OF PARTICIPANTS IN ACTIVITY _____
EQUIPMENT NEEDED _____

DATES FACILITY REQUESTED _____
TIME IN _____ TIME OUT _____

IT IS HEREBY AGREED TO:

The LESSEE shall rent the above described facility on the agreed upon date(s) and time(s) for the described function.

The LESSEE agrees to pay \$500.00 for use of the complex.

The LESSEE shall repair and make good all damages to the premises which are caused by the LESSEE'S use of complex.

The LESSEE shall deposit the sum of _____ Dollars (\$ _____) in cash or school purchase order on or before _____, 20____.

The LESSEE shall present to the LESSOR proof of liability insurance in the amount of _____ (\$ _____) covering liability for bodily injury and property damage.

The LESSEE agrees to indemnify and hold harmless the school district and its agents and employees from all claims, suits, or actions of any nature and description for or on account of any injury, damage, or liability to persons or property arising from the rental or use of the school complex.

The LESSOR, RONAN SCHOOL DISTRICT #30, reserves the right to cancel the Facility Use Agreement in the event of an emergency which requires that the complex be available to the LESSOR for its use at the same time as the scheduled event.

The LESSEE agrees to comply with Title IX of the Civil Rights Act passed by Congress and all laws, rules, and regulations, and ordinances of the State of Montana, City of Ronan, and Board of Trustees of Ronan School District #30.

The LESSEE has received a copy of the School Facilities Policy of the Ronan School District #30 and agrees to abide by said policy.

LESSOR (RONAN SCHOOL DISTRICT #30)

LESSEE

SCHOOL FACILITIES AUTHORIZED REPRESENTATIVE

DATE