

**GENERAL CONDITIONS FOR THE USE OF
BARTLETT SCHOOL DISTRICT FACALITIES**

It is the intent of the Bartlett School District to permit and encourage the use of school facilities for worthwhile purposes when such uses will not interfere with school programs or school sponsored activities.

With this encouragement, rules and restrictions must be implemented to insure that the Bartlett School District does not incur any additional liability or financial impact as a result of the use of this facility.

1. **THE USE:** Users of Bartlett School District buildings and property shall restrict their use to such facilities and property for purposes described on the original "Request for Use of Facilities and Property," and shall not use or permit the use of the premises for any other purpose without written consent of the School Board or the District's authorized agent. Any user shall, at all times, supervise any participants involved in the event. The user does hereby release, indemnify and hold the Bartlett School District harmless from claims of any kind whether by students, parents or others which are in any way related to the operation or participation in this event.

2. **CLASSIFICATION OF GROUPS:** Groups or individuals requesting to use Bartlett School District facilities or grounds for less than seven days shall be charged based upon their categorization.

Category 1- No usage fee shall be required for: Municipal agencies. Non-sectarian, non-profit, tax exempt groups. Boards and Commissions of the Town of Bartlett. School sponsored activities. Parent-Teacher Associations. Boy Scouts of America. Girl Scouts of America. Little League. Babe Ruth League. The 4-H Club. Bartlett Athletic and Recreation Association.

Category 2- Usage fee and custodial fee required for: Religious or charitable groups. Civic service clubs (Rotary, Woman's Club, Grange). Private groups organized for recreation on a non-profit basis.

Category 3- Usage fee and custodial fee required for: Any group or individual organized and operating for private gain.

The above classifications and their respective fees are outlined on the “Request for Use of School Facilities.” These charges shall be effective for those activities with a duration of less than seven days.

Any group or individual requesting to use a Bartlett School District facility for seven days or more must first negotiate the terms and conditions of this use with the Bartlett School Board.

3. RESTRICTIONS ON USE: The user shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy. The user shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

4. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY: Users shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

5. UTILITIES: Normal utilities, with the exception of telephone service, will be provided by the Bartlett School District.

6. REPAIRS AND MAINTENANCE: The user shall maintain the premises and keep them in good repair at the user’s expense. The user shall be responsible for any damage caused as a result of this event.

7. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES: Acceptance of the premises by the user shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. All users shall surrender the premises in the same condition as when the user took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms, and shall remove materials from the premises.

8. ENTRY ON PREMISES: The Bartlett School District reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations or modifications to any part

of the building in which the premises is located, and any user shall permit the Bartlett School District and/or its agents to do so.

9. NON-LIABILITY OF THE BARTLETT SCHOOL DISTRICT FOR DAMAGES: The Bartlett School District shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by any user, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the premises during the term of this use or any extension thereof. All users shall indemnify the Bartlett School District for all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.

10. LIABILITY INSURANCE: All users shall procure and maintain in force at his/her expense during the term of this use, and any extension thereof, required insurance [that designates the district as an insured party with insurers and through brokers approved by the District]. Such coverage shall be adequate to protect liability for damage claims through public use of or arising out of accidents occurring in or around the leased/used premises. The limits of this insurance must be comparable to the limits of the district's insurance and acceptable to the District. Copies of all required policies shall be delivered to the District. If coverage changes without approval of the district, lapses, or is canceled, this agreement terminates simultaneously with the change in insurance coverage.

11. ASSIGNMENT, SUBLEASE OR LICENSE: Users shall not assign or sublease the premises, or any right or privilege connected therewith, or allow any other person except agents and employees of user to occupy the premises or any part thereof without first obtaining the written consent of the District.

12. BREACH: The failure of a user to comply with any term or condition of this agreement shall constitute a breach. Any breach by the user permits the District at its sole discretion to cancel the agreement.

13. TERMINATION WITHOUT CAUSE: Should the District, in its sole and absolute discretion, determine that the needs of the Bartlett School District require the use of these premises for some other purpose, it may, upon ten (10) days prior written notice, relocate the premises covered by this agreement, or, upon sixty (60) days prior written notice, terminate this agreement.

14. ATTORNEY'S FEES: If the District files an action to enforce any agreement contained in this agreement, or for breach of any covenant or condition,

user shall pay the District reasonable attorney's fees for the service of the District's attorney in the action, all fees to be fixed by the Court.

My signature below indicates that I have read, understood and accept these conditions as they relate to the use of any Bartlett School District facility.

_____/_____/_____
(Signed)

(Print)

(Organization)

(Address)

(____) - _____
(Phone)

Adopted by Bartlett School Board – January 18, 1994
Revision Adopted – January 4, 2005

RULES FOR THE USE OF
BARTLETT SCHOOL DISTRICT
GROUNDS AND FACILITIES

1. All groups or individuals requesting to use Bartlett School District grounds and facilities must first complete a "Request for Use of Bartlett School District Facilities form." This form must be submitted to the main office at least two weeks prior to the event. For events with a duration of more than one week, forms must be submitted at least six weeks in advance.
2. No smoking shall be allowed on school property (JCDDA).
3. No possession or use of controlled substances or alcohol shall be allowed on school property (JCDAD).
4. No gambling shall be allowed on school property.
5. No dangerous weapons shall be allowed on school property, including guns, knives, num-chuks, etc. (JFCJ)
6. Attire must be appropriate and not interfere with the educational process (JFCA).
7. No inappropriate language (profanity) shall be allowed.
8. All vehicles must be parked in designated parking areas.
9. Groups shall arrange for police and fire protection when deemed necessary by the principal.
10. Only gym shoes or white-soled sneakers shall be permitted on gym floors when they are used for sports.
11. The principal and School Board must first approve all commercial advertising related to the use of the grounds or facilities.
12. Bartlett School District custodians must be in service at all times during any use. During non-working hours custodians shall be paid time and one-half of their regular pay. Their time shall begin one half hour before the event and end one half hour after the event is concluded. A minimum of two hours shall be billed. All billing and payment must be done through the Superintendent's office.

I have read and accept all of the rules for the use of Bartlett School District grounds and facilities.

_____/_____/_____
(Signed)

BARTLETT SCHOOL DISTRICT
USE OF FACILITIES WAIVER
AND HOLD HARMLESS AGREEMENT

As a requirement of the use of any facility in the Bartlett School District, I hereby acknowledge the following conditions:

1. As a user of this facility, I am not, nor am I acting as, an employee of the Bartlett School District and I do not expect workers compensation coverage.
2. I am solely responsible for and hold the District harmless from, any accident or injury that may occur relating to attendance at this event, and for any damages to buildings and grounds. This includes any travel to and from the event.

My signature below indicates I have read, understood, and accept these conditions as they relate to the use of any Bartlett School District facility.

Signed

Organization

Date

