

FACILITIES USE AGREEMENT
Potomac School District

This Use Agreement made this _____ day of _____, 20__, and effective immediately, by and between POTOMAC SCHOOL DISTRICT, hereinafter referred to as "School", and _____, hereinafter referred to as "User".

Premises and Conditions

Premises – For and in condition of the terms and covenants of this agreement to be performed by User, all of which User accepts, School hereby permits User to use the School District facilities described as:

Date(s) the facilities are to be used: _____
User agrees to use and permit the use of only those School District facilities specifically granted to User.

Conditions of Facilities Use - Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, nicotine products, narcotics, stimulants or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
2. That no illegal games of chance or lotteries will be permitted.
3. That no profane language, quarreling or fighting will be permitted.
4. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the District.
5. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.

Obligation of Lessee

1. User shall maintain the premises clean and free from debris at all times.
2. User shall repair and pay for all damages to the premises caused by its employees, patrons, agents, members of its operation on the premises.
3. 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.
4. 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.
5. User shall comply with all city, county, and state ordinances, regulations, and statutes that are applicable to User's use of the premises.
6. User shall at all times cooperate with the school district's personnel.

Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law.

Non-Discrimination

The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

District's Rights

The District reserves the right to cancel this Agreement, when it is determined by the District that the facilities are needed for school purposes.

DATED this ____ day of _____, 20__.

_____ **School District:**

Requesting Organization or Individual:

By _____

By _____

Address _____

Phone _____

Additional Obligations _____