

FACILITY USE AGREEMENT GUIDELINES



These guidelines should aid a district in creating a signed contract or agreement between the district and a third party that will be using the school's grounds, buildings or facilities for use unrelated to normal school functions. In a facility use agreement, the third party user should agree to abide by the district's usage standards and acknowledge they are using the facilities at their own risk and will.

WHAT TO INCLUDE

- Identify the users
 - Have the user list the name of the person(s) responsible for arranging the facility use and who will be on site supervising the activity
 - Include addresses and phone numbers for these contacts
- Identify the date and time of use
- Provide a written set of school district rules, guidelines, and restrictions for using the facility and require user signature to validate that they acknowledge that they have received, read and understand these rules, and they agree to abide by the rules, guidelines, and restrictions (see below)
 - **Sample language:** *The User will be permitted access to the School District on [Date] from [Time] and will agree to follow all the rules governing use of the School District and any specific guidelines or restrictions at the sole discretion of the School District. Locations used shall be subject to the School District's discretion and the User will be responsible for all expenses related to its presence at the School District.*
- Include an indemnification clause or waiver language as part of the agreement (see below)
 - **Sample language:** *The User agrees to defend, indemnify and hold harmless the School District, its boards, employees, and representatives from any and all claims, actions, suits, judgments and expenses including claims, costs, attorney fees and damages in connection with its activities resulting in loss of life, bodily or personal injury, product liability claims and/or damage to property arising from or out of use by the User or its agents, members, partners, associates or employees, or any portion of the School District.*
- Require appropriate insurance and clearly detail minimum insurance requirements (see below)
 - Insurance requirements can be waived for low risk activities and short term events.
 - **Sample language:** *The User shall, at its own expense, keep in full force and effect until the cessation of its activity, a commercial general liability (CGL) insurance policy having limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate combined single limits for bodily injury, personal injury and property damage. In addition, the policy shall name the School District as an Additional Insured on the policy.*
- Require that the user provide the school district evidence of in force coverage with a Certificate of Insurance prior to the facility use.
 - Verify that the Certificate is in force for the date, time and year of the event.

ADDITIONAL ACTION ITEMS

Unusual or long-term facility users may need a modified facility use agreement. The school district should involve the assistance of their legal counsel for these agreements.

Nothing in this document constitutes a legal opinion or advice. The information contained in this document reflects risk management advice that is in the public domain. A member school district is encouraged to seek legal advice before finalizing any document.