

# Klamath County School District

Code: KG-AR(2)  
Revised/Reviewed: 9/20/18; 10/08/20  
Orig. Code: KG-AR(2)

## Klamath County School District - Facility Use Agreement

**DIRECTIONS:** Complete all sections and Sign. Either print off form and complete in writing or complete electronically. Once completed, PRINT-SIGN-RETURN to facility being requested for approval.

Name of School / Facility \_\_\_\_\_  
We are requesting to use the:  GYM  CAFETERIA  LIBRARY  CLASSROOM

SPORT FIELD: \_\_\_\_\_  OTHER: \_\_\_\_\_  
List List

List any equipment being requested for the event – a fee might be assessed for any equipment used (tables/chairs, microphone, speakers, score clocks, etc...) \_\_\_\_\_

**OFFICIAL** Organization group is affiliated: \_\_\_\_\_

Start Date of Event: \_\_\_\_\_ Ending Date of event \_\_\_\_\_ Time of Event \_\_\_\_\_ TO \_\_\_\_\_

Check ALL days you will use facility:  MO  TU  WE  TH  FR  SA  SU

Name or Type of Event: \_\_\_\_\_

Brief description of Event: \_\_\_\_\_

Who will be involved in the event:  Members of organization ONLY  Open to the public  
 Open to children aged: \_\_\_\_\_ To \_\_\_\_\_  Others: List \_\_\_\_\_

Are you selling food at the event:  NO  YES-Please provide a food handlers/Event Food License

Will there be a financial charge to participants or will donations be accepted?  NO  YES

Signature of Person Responsible for Facility use \_\_\_\_\_ Date \_\_\_\_\_

PRINT NAME of Person Responsible for Use \_\_\_\_\_ Phone # \_\_\_\_\_

PRINT ADDRESS of Person Responsible for Use \_\_\_\_\_

**NOTE:** **PLEASE ATTACH A COPY OF INSURANCE WHICH WILL COVER THIS FACILITY REQUEST**

We/I understand that we/I will be responsible for the facility and equipment contained within. Only members of the above organization or group will use this facility. 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 insure that the following rules are followed by my organization:

1. Adequate and appropriate supervision will be provided by us/me and maintained.
2. The facility shall only be used for the purpose and for the event stated above.
3. Alcoholic beverages and any form of illicit drugs or narcotics are prohibited. Tobacco use in any form is prohibited.
4. Only footwear approved for the facility being used can be worn. Only school equipment listed on this form can be used.
5. The facility must be cleaned up by us/me before leaving (replace desks, chairs, tables, bleachers, etc.)
6. We/I agree to be bound by the terms set forth on page 3 and 4.

7. We/I will provide our/my own insurance for persons involved with this facility use. We/I understand NO insurance is provided by KCSD for this use. We/I will provide a certificate of insurance before we/I are permitted to use the facility.

**If KCSD personnel or equipment is being used/requested and/or is required for this event, a FEE may be assessed based on the guidelines of KCSD [Policy KG](#) and [KG-AR \(1\)](#). The need for KCSD staff for this event is at the discretion of KCSD.**

I have read page 3 and 4 of the Facility Use Agreement and understand my obligations and responsibilities for this requested use. I also verify that I am a certified signee for this organization and have the authority to accept responsibility for this facility use.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*\*\*\* This Section Completed by KCSD and/or School \*\*\*\*\***

The following items will be required for this event:

Custodian     Staff to OPEN/CLOSE facility     Kitchen Staff     Other: List \_\_\_\_\_

Based on the Class of Use and the requested items/staff for use, the fee will be: \$ \_\_\_\_\_

**Who for KCSD will be supervising the use and/or unlocking and locking the facility for use:**

\_\_\_\_\_

**Facility Administration Approves this event:**     YES     NO    **Signature:** \_\_\_\_\_    **Date:** \_\_\_\_\_

Safety Office Signature and APPROVAL: \_\_\_\_\_    Date: \_\_\_\_\_

Insurance on File:     YES     NO     Insurance Waived / KCSD Sponsored Use

kcsdrm1617 – 8/15/2017

## TERMS REGARDING FACILITY RENTALS

1. Indemnification: In consideration for use of the Klamath County School District ("District") property, Renter agrees to hold harmless, waive, release, indemnify, defend, and discharge the District from all liability and claims arising from Renter's use of the District's property. Renter agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from the District's negligent acts. "District" includes its Board of Directors, including the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, costs (e.g. medical costs and attorney fees). Renter certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.
2. Insurance: Renter shall furnish a Certificate of Insurance naming Klamath County School District as an additional insured. Should the Certificate of Insurance be cancelled before the expiration date thereof, the Renter will notify the District within 24 hours of cancellation of insurance.
3. LIABILITY INSURANCE CLAUSE: The Renter agrees at all times during the term hereof, at their own expense, to maintain, keep in effect, furnish and deliver to the District liability insurance policies in form and with an insurer satisfactory to the District, insuring both the District and the Renter against all liability for damages to person or property in or about said rented premises; the amount of said liability insurance shall not be less than \$1,000,000.00 on single occurrence and \$2,000,000.00 on aggregate for injuries/incidents arising out of any accident or property damage. Renter agrees to and shall indemnify and hold the District harmless against any and all claims and demands arising from the negligence of the Renter, their officers, agents, invitees and/or employees, as well as those arising from Renter's failure to comply with any covenant of this rental agreement on their part to be performed, and shall at their own expense defend the District against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.
4. Cancellation: The Renter shall notify KCS D Risk Manager of any cancellation of a previously scheduled reservation at least five (5) working days prior to the scheduled use. All cancellations must be submitted in writing. Failure to do so may result in the District invoicing Renter for lost revenue and expenses incurred in preparation for use of the facility requested. The District reserves the right to cancel and/or modify any reservation for good cause, as deemed by the District Superintendent. In the event of cancellation, there shall be no claim or right to damages or compensation resulting from any loss, damage, or expense whatsoever incurred by the Renter as a result of such cancellation. It must be understood that the use of any facility is automatically cancelled when the facilities have been closed by District authorities due to local, state or natural disasters or emergencies including, but not limited to earthquake, fire, flood, weather, and power or other mechanical failures.
5. District's Policies: Renter agrees that the school property will be used in accordance with District rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.
6. Repairs, Maintenance, and Cleanup: At Renter's sole expense, Renter shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, Renter agrees to repair, replace, or compensate the District for any cleanup required. Renter agrees to reimburse the District for damage to the District's property that is caused by Renter and Renter's members, employees, agents, contractors, suppliers, or guests. Upon Renter's completion of use of the District's property, the Renter shall leave the property in the same or better condition as received.
7. 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 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.
8. Deposit: The District reserves the right to ask for a deposit as a condition of rental in order to offset potential costs that may result as a consequence of the use of District equipment or facilities. Any District costs generated by the approved

rental would be subtracted from the deposit and the balance, if any, would be returned to the Renter. If costs in excess of the deposit are incurred, the Renter is responsible for their payment.

9. Renter's Property: The District will not be responsible for the belongings of the Renter and/or participants. The District is not liable for damages, lost or stolen items, and/or vandalism that may occur during the facility usage.
10. Bloodborne Pathogens: Renter agrees to adhere to the federal and State OSHA standards pertaining to bloodborne pathogens and any necessary cleanup of blood or other body fluids.
11. Occupancy: The Renter agrees to comply with all State laws and State Fire Marshall regulations regarding occupancy. This rental agreement will be cancelled immediately if the Renter violates State Fire Marshall regulations regarding maximum occupancy of the structure. Maximum occupancy signs are posted in each building. Additionally, the Renter will confine all activities to the areas approved in this Agreement.
12. Right of Entry: The District retains the right to enter District property at all times during the life of this Agreement, including the property being used by Renter under this Agreement.
13. District Representative: At the District's discretion, a representative may be assigned for general supervision purposes. The representative is authorized to see that all facilities are properly used. They will not be expected to do the Renter's work (such as dishwashing, cleaning, serving, cooking, crowd control, etc.). The costs associated with supervising will be the responsibility of the Renter.
14. Anti-Discrimination Policy: The Klamath County School District recognizes the diversity and worth of all individuals and groups in our society. It is the policy of the District that there will be no discrimination or harassment of individuals or groups based on race, color, creed, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, age, veteran or military status, genetic information, disability, or use of a service animal by a person with a disability in any educational programs, activities or employment. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy, Title IX (Equitable Access) & the American Disabilities Act.
15. Modification: The terms of rental are non-negotiable. No agent of the District has the authority to accept this facility rental agreement in any modified form.
16. Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Oregon.
17. 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 by this agreement.
18. 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.

## Klamath County School District Facility Use Liability Release Form

Name of User/Business/Group (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being requested: \_\_\_\_\_

Description of Activity (Activity): \_\_\_\_\_

**Indemnification:** In consideration for use of the Klamath County School District's (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy.

**Property Damage:** User agrees to reimburse the District for damage to the District's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

**Alteration, addition, or improvement:** User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

**Repairs, Maintenance, and Cleanup:** At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District's property, the User shall leave the property in the same or better condition as received.

**Right of Entrance:** The District retains the right to enter District property at all times during the term of this Agreement, including the property being used by User under this Agreement.

**Accessibility:** The District warrants that the District's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting for User's failure to comply.

**Anti-Discrimination Policy:** User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

**Bloodborne Pathogens:** User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

**District's Name/Logo:** All uses of the District's name or logo must be approved in writing by the District's Superintendent prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.

**District's Policies:** User agrees that the school property will be used in accordance with the District's rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.

**Modification:** No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.

**Severability Clause:** This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**Waiver:** Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

**User certifies to have read this document and fully understand its contents.**

Signature of User or User's Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**Klamath County School District**  
**Facility Use Liability Release and Hold Harmless Addendum**  
**Communicable Diseases Including COVID-19**

Name of User/Business/Group (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being requested: \_\_\_\_\_

Description of Activity (Activity): \_\_\_\_\_

**Communicable Diseases Including COVID-19:** The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Klamath County School District (“District”) cannot completely mitigate the transfer of communicable diseases like COVID-19. The User Organization understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.** User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

**Indemnification:** In consideration for use of the Klamath County School District’s (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** User understands that the District does not carry insurance for communicable diseases including Covid-19 and User is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from User’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of insurance of at least the minimum requirements as stated in its rental/facility use agreement attached.

**COVID-19 Termination.** Klamath County School District may terminate this Agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel this agreement in the event of a Covid-19 related reason. In the event User terminates this Agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

**User certifies to have read this document and fully understand its contents.**

Signature of User or User's Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_