

**Fleming School District**  
**FACILITIES & EQUIPMENT USE AGREEMENT**

*This Facilities & Equipment Use Agreement is designed for groups and may impose an insurance requirement. The superintendent shall determine if insurance is required. Individuals are to use the Release/Indemnity Agreement form.*

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the \_\_\_\_\_ (hereinafter referred to as "Facility User") and Fleming School District (Frenchman School District Re-3, Logan County, Colorado) (hereinafter referred to as "School District").

In consideration of the mutual promises and agreements contained in this Agreement, the parties agree as follows:

**1.0 THE FACILITIES**

**1.1 The School District shall make available to the Facility User the School District's**  
\_\_\_\_\_  
\_\_\_\_\_. ("Facility").

**1.2 The Facility User shall use the Facility for the following purposes only:**  
\_\_\_\_\_  
\_\_\_\_\_.

1.3 Any use provided for in this Agreement shall be secondary to the primary use of the Facility by the School District. Therefore, any scheduling of the use of the Facility shall not interfere with the School District's primary use of the Facility and the use of the Facility shall be subject to cancellation if, in the School District's sole discretion, use of the Facility at that time will interfere with the School District's primary use of the Facility.

1.4 The Principal or Superintendent will be the School District representative who has the authority and responsibility to schedule or cancel use of the Facility.

**1.5 The Facility User shall pay a user fee of \$\_\_\_\_\_ (use an addendum if more space is required) for activities scheduled and conducted by the Facility User in the Facility.**

1.6 Use of the Facility shall be subject to all applicable provisions of state and federal law and School District policies.

**2.0 MAINTENANCE AND COSTS**

2.1 The School District shall be responsible for all maintenance except as follows:  
\_\_\_\_\_  
\_\_\_\_\_.

2.2 The Facility User shall be responsible for all vandalism or damages other than ordinary wear and tear occurring as a result of the Facility User's use of the Facility. If damage for which the Facility User is responsible occurs, the School District shall determine the reasonable repair costs due the School District and the Facility User shall remit payment in that amount within forty-five (45) calendar days after receiving written notice of the costs.

**3.0 SUPERVISION**

3.1 The Facility User shall be responsible for providing complete and adequate supervision of the Facility and all activities related to its use.

3.2 The School District may review the arrangements made for supervision by the Facility User. If the School District believes the supervision to be inadequate, it may require further arrangements or cancel the proposed use.

3.3 Either the Facility User or School District may remove any participant with or without cause.

3.4 If the school facility is used, a school district employee must be present at all times.

4.0 INSURANCE/INDEMNITY

- 4.1 The Facility User indemnifies and holds harmless the School District, its officers, agents and employees against any claims, damages, awards or other matters of whatsoever nature arising out of or related to use by the Facility User of the Facility.
- 4.2 The Facility User shall maintain in force at all times this Agreement is in effect the following insurance coverage's: General liability insurance in an amount equal to the monetary limits of liability set forth in the Colorado Governmental Immunity Act as now in effect or as hereinafter amended
- 4.3 The Facility User shall provide to the School District evidence of such insurance by way of certificates of insurance which shall show the School District as an additional insured and which shall provide that such insurance will not be canceled or modified without 5 day's prior written notice to the School District (if applicable)..

5.0 TERM

- 5.1 **This Agreement shall become effective \_\_\_\_\_, 20\_\_, and expire \_\_\_\_\_, 20\_\_ (dates of facility/equipment use).**
- 5.2 This Agreement may be canceled by either party with or without cause at any time by giving the other party written notice.

6.0 MISCELLANEOUS

- 6.1 This Agreement is the entire agreement between the parties and may be changed or modified only by written agreement of the parties. All previous written or oral understandings and agreements by the parties are superseded by this Agreement.
- 6.2 This Agreement shall be construed under the laws of the state of Colorado.
- 6.3 If any of the terms of this Agreement are in conflict with any rule of law or statutory provision, then those terms shall be deemed inoperative and null and void to the extent of that conflict, but the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

FACILITY USER REPRESENTATIVE

FRENCHMAN SCHOOL DISTRICT RE-3  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Facility User Signature

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Phone Number of Facility User

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