



The facility use applicant agrees to provide, unless expressly waived by the Assistant Superintendent of Business Services, a proof of insurance certificate indicating (comprehensive, general liability), policy limits of not less than \$1,000,000 single limit per occurrence for bodily injury, and property damage coverage that names the "Middleton-Cross Plains Area School District" as "Additional Insured" on the policy. The certificate of insurance naming the school district as "additional insured" shall be sent to the District Fiscal Services Office a minimum of fifteen (15) days PRIOR to the scheduled facility use.

The facility use applicant agrees to indemnify, save and hold free and harmless, the Middleton-Cross Plains Area School District, its officers, agents and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the District, its officers, agents or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of, connected with, or attributable to rental, use and occupancy of District facilities and equipment.

Local, state, and federal laws/ordinances, fire codes, and safety regulations must be observed. Facility users are responsible for becoming informed of applicable ordinances, codes or regulations. The facility use applicant agrees to be responsible for any citations and fines as a result of their non-compliance with ordinances, codes or safety regulations and for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations.

The facility use applicant agrees to reimburse the District for all costs associated with fire/police/EMS response to false alarms resulting from the individual or group's use of District facilities and for all expenses incurred as the result of damage to school property over and above normal wear. The facility use applicant agrees that the District is not responsible for loss of property on the part of groups/organizations or individuals using school facilities, nor for personal injury incurred while on school district property. The facility user applicant agrees to provide proper supervision to avoid such losses and injuries and to carry appropriate insurance protection against such contingencies.

The facility use applicant agrees that District facilities are to be used only as designated on the Facility Use Permit Application form. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities. All District Facility Use Agreements shall expire annually on June 30<sup>th</sup>. No District facility use is transferable to another party.

The facility use applicant agrees to pay in full, all fees or costs associated with rental of District facilities upon receipt of an invoice from the District. Failure to pay facility use fees or reimburse the District for costs/damages will result in automatic denial of future facility use requests until the delinquent fee balance is fully paid. The District reserves the right to require a fee deposit OR the estimated facility use fee to be prepaid.

The District reserves the right to deny any facility use application or terminate any facility use agreement at any time with or without cause. In the event of such denial or termination, there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred.

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Facility Use Applicant Signature

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Date

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Facility Use Group Name