

Facility Use Agreement

4850 South 60th Street ■ Greenfield, Wisconsin 53220 ■ Phone: 414-855-2050 ■ Fax: 414-855-2051

The School District of Greenfield provides facility space to many community groups and organizations. In return, the District requires that guests follow some basic rules to help ensure student safety and prevent damage to school facilities, equipment, and materials. The rules provided here are as outlined in Administrative Guideline 7510A, “Use of School Facilities”.

Making Requests:

- Any individual or non-school-sponsored group desiring to use District facilities shall apply and make requests as instructed on the District website.
- The scheduler shall review each application with respect to date, time, and other arrangements and will approve or deny the use of school facilities on the basis of Board policy.
- The District reserves the right to demand sufficient time for full investigation, notice, and arrangements of all requests for the use of school facilities and reserves first claim to the use of its own property. Cancellations may be issued by the scheduler **with or without due notice**. All approvals are to be granted with this understanding.
- In no case will those who have been granted permits assign, transfer, sublet, or charge a fee to others for the use of school property without approval by the District.
- Groups or persons will not be granted permission to use District facilities for unlawful purposes, if the use would interfere with use for school purposes or school-related groups, or for school-related functions, or if the use by a particular group is likely to be construed by the public as a District endorsement or approval of a particular message.

Regulations:

- Users must take reasonable steps to ensure orderly behavior and will be responsible for all damage associated with their use of the facility or equipment.
- Hold Harmless Clause - The applicant shall agree to save and hold free and harmless, the 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 School 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 property arising out of, connected with, or attributable to the rental, use, and occupancy of the school facility as provided herein.
- Organized groups and businesses must provide proof of liability insurance in the minimum amount of \$1,000,000.00 for the time period the facility use is requested. The proof of liability insurance will name the District as an additional insured party. For recreational use of individuals and small groups, see the addendum to this agreement.
- Users shall be held fully responsible for loss or damage to District property, including property of students and employees, whether intentional or unintentional, whether by authorized or unauthorized attendee(s) to their event. Failure to pay for damages will result in denial of further building use.
- The District has no responsibility for providing or for monitoring the supervision of any participant, spectator, volunteer, or other person who may be present on school grounds in connection with any event or activity that is covered by this Agreement. The user is solely responsible for identifying a reasonable and appropriate number of adult supervisors for each event/activity and for monitoring the actual presence of adequate adult supervision at each event/activity. The District’s approval of this Agreement does not reflect any assessment that the User’s supervision plan is legally sufficient; however, the District retains discretion to reject the user’s application due to any determination, upon cursory examination, that the user’s proposed plan for supervision is inadequate. Any failure by the user to adequately provide or

monitor the adult supervision at any event/activity is grounds for cancellation and termination of this Agreement, subsequent activities, and for the rejection of future applications for use of facilities. The user is responsible for observing all local, state and federal laws/ordinances, fire codes, and safety regulations in connection with its activities, including the provision of appropriate crowd managers.

- Users shall be restricted to the area(s) designated on the facility use permit and circulation area necessary to its use. Access to all other areas is not allowed. Person(s) found in other areas of the building may cause the program to be discontinued, at the District's discretion.
- The District reserves the right to request payment of estimated fees in advance.
- Any user that charges fees for attendees to attend their activity, to recover part or all of their expenses, may be subject to fees by the District to recover part or all of the District's expenses related to that activity, or to generate additional revenue for the District, regardless of fee schedules.
- Certified lifeguard supervision is required when using the pool based on the number of participants. No single individual may use the pool at any time.
- Smoking and the use of tobacco substitute products is prohibited in accordance with Policy 7434 - Use of Tobacco and Nicotine on School Premises. All users are responsible for complying with this regulation.
- Alcoholic beverages and controlled substances will not be permitted on District property at any time.
- Except for "service animals" required for use by a person with a disability no other animals may be on school premises at any time except when expressly approved by the Superintendent. The District may have a service animal removed from the school premises if the animal is out of control and the animal's handler does not take effective action to control it or the animal is not housebroken. The District is not responsible for the care or supervision of a service animal. The service animal is allowed to accompany its human in all areas the human is permitted to go.
- All users of District facilities are required to keep District buildings locked during their activity/use and to supervise access to the building to ensure that only participants in/or attendees to their activity gain entrance to the building. When two (2) or more events are taking place at the same time in a building, each/all groups must supervise the entry(s) and take responsibility for only allowing entrance to participants or attendees to their activities. Supervision shall include not allowing participants or attendees to block or momentarily hold open the door(s) for their own or others re-entry.
- Storage of users' equipment and/or supplies shall not be allowed on school property without prior written approval from the District. Payment of fees for storage and/or transport may be required of the user.
- Fees may be charged to the user in the event the user fails to show up for the scheduled activity and does not notify of cancellation.
- Pay phones are not available at any District facility. It is recommended that the facility user carry a cell phone for emergency purposes.
- All conditions and situations not covered in these guidelines shall be handled by the District Administrator or designee in a manner that is consistent with the spirit and intent of related policies established by the School Board.
- Decorations must be fireproof and shall be erected and taken down in a manner not destructive to District property. Decorations are subject to the approval of the building administrator. The use of open flames, such as candles, is permitted only with written permission from the Fire Marshall.
- Requests for District-owned equipment are not included in the direct or indirect costs and shall be charged based on request and type of equipment.
- The use of any materials on floors or other parts of the building is strictly prohibited without specific approval in writing from the building administrator.

- Use of stages, furniture, and equipment must be arranged for in advance. Set-up and clean-up may be performed by members of the group using the facility, provided the responsible persons are listed on the application. Additional custodial services required for work not done satisfactorily will be paid for by the using group. Arrangements must be made with the building administrator for use of any special or extra equipment. Extra compensation paid employees for moving, operating, or supervising special or extra equipment may be charged.
- Use during summer vacation, on holidays, or during other vacation periods shall not conflict with building cleaning and renovation programs and will depend on the availability of building service personnel for supervision.
- No unauthorized methods of obtaining funds, including any form of gambling, are permitted in District buildings or on District grounds.
- A school custodian shall be on duty whenever a facility is being used except as exempted by the principal. The custodian will render custodial assistance in handling furniture and equipment and will be responsible for seeing that the facility or facilities are left in good order after the activity is over. The custodian's overtime, including clean-up time, will be charged at the appropriate hourly rate. Food-service personnel shall be required, in addition, when kitchen facilities are requested.
- Responsibility for enforcement of rules and regulations concerning use of District facilities rests with the user group, and any infractions of the above regulations may be grounds for refusing to grant subsequent requests for the use of District facilities.
- Corridors, exits, and stairways must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of the audience or spectators must never stand or sit so they block exits, stairways, or aisleways.
- The District will not be responsible for any loss of valuables or personal property.
- Flyers, booklets, or other printed or audio-visual materials may not be distributed unless they relate directly to the activity for which the school facility is being used.
- Skateboards and other like equipment which constitutes a safety hazard to students shall not be allowed on District premises at any time.

I hereby agree that I have read and agree to the rules and regulations referred to above and to the addendum for recreational use below. I understand that if these rules and regulations are violated, my group's access to District facilities will be revoked.

Organization Name

Organization Purpose

Organization Address

Street & Number

City/State/Zip Code

Contact Name (print)

Contact Name (Signature)

Contact Phone #

Contact Email

Date

Facility Use Agreement

Recreation Use - Addendum

Immunity from Liability and Negation of Legal Duties for the District, its School Board, and all Officers, Employees and Agents of the District. As to any person who enters school grounds to engage or participate in a recreational activity organized or held pursuant to this Agreement, the District, its school board, and all officers, employees and agents of the District are immune from liability to the fullest extent provided by state law, given certain limitations, as provided by Section 895.523 of the Wisconsin Statutes.

Description of Participants' Assumption of Risk. Participation in recreational activities involves certain inherent risks to the participant. Generally, recreational activities involve risks that a participant may suffer potentially serious and potentially permanent or life threatening physical injuries, impairments, disfigurement, trauma and/or cognitive impairments. A participant may also suffer damage to property or other loss of property in connection with participation in a recreational activity. The specific degree and types of risks associated with such participation varies by, for example: the specific nature of the activity; the nature of the location where the activity takes place; the nature of the equipment that is used; the degree and type of supervision and instruction that is provided; and each participant's individual skills, abilities, behavior, and physical condition. The fact that a recreational activity may not generally involve substantial physical contact between or among participants is not necessarily an indication that there is a low degree of risk of injury or death associated with the activity. A participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement assumes all risk of personal injury, property damage, and/or death that is inherent in the particular recreational activity and of which the ordinary prudent person is or should be aware. Further, participants in recreational activities are subject to the provisions of Section 895.525 of the Wisconsin Statutes, unless an applicable exception or exclusion found within the statute applies. Section 895.525 also requires participants in recreational activities, as therein defined, to conform their conduct to certain minimum standards.

In addition, because of the various immunities from liability, limitations on liability, and waivers of liability that are provided for under the law or that may otherwise be legally enforceable, a participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement necessarily assumes substantial additional risk that they may suffer personal injury, damage to property, and/or death that is in no way compensable by the District or by any other person, and for which the participant will be unable to obtain any recovery or reimbursement of any related costs or damages. For example, a participant may suffer personal injury, damage to property, or death related to the failure of the District or its officials, employees or agents to keep school grounds safe; and, due to immunity from liability related to such a claim, the participant may have no means for seeking compensation, damages, or other recovery from the District, any insurer, or any other person or entity.

Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this Agreement, provide any User or any participant, spectator, attendee, or other invitee of the User with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limited to medical expenses. That is, neither the User nor any participant, spectator, attendee, or other invitee of the User under this Agreement is (in any of those respective capacities) an "insured" under any District insurance policies. Further, the District is not responsible for the theft of, any accidental loss of, or any accidental damage to the personal property belonging to the User or to any other person who is present on school grounds in connection with the activities held under this Agreement or in connection with their presence on school grounds. If any person brings personal property onto District grounds in connection with this Agreement, they do so at their own risk of loss or damage.