



DISTRICT FACILITY USE REQUEST

The individual(s) filling out the Facility Use Request is/are applying for use of the facilities indicated below and agrees to pay the rental rate stated, and such service charges for personnel as are indicated or may occur.

- It is agreed by the individual(s) requesting to use the facility will comply with all Board of Education policies on building use.
- It is agreed that while being used, proper control will be maintained over the building and any persons who may be therein.

Date of Application: _____

Name of individual/organization: _____

Name of person responsible during use: _____

Address: _____

Telephone Number(s): _____

Date(s) Desired: _____
Month Date Year

Requested Time(s):

a. From: _____ (time) to _____ (time) on _____ (date)

OR

b. Describe the specific times and dates - e.g., "Each Wednesday between September 1 and November 30 from 7:00 PM to 9:00 PM."

Type of Activity: _____

Admission Charge: (if any) Adult: _____ Child: _____

Chetek-Weyerhaeuser High School/Middle School Complex

- | | |
|---|--|
| <input type="checkbox"/> Chetek-Weyerhaeuser HS Gym | <input type="checkbox"/> Chetek-Weyerhaeuser MS Classroom(s) |
| <input type="checkbox"/> Chetek-Weyerhaeuser MS Gym | <input type="checkbox"/> Chetek-Weyerhaeuser HS/MS IMC |
| <input type="checkbox"/> Chetek-Weyerhaeuser HS Cafeteria | |
| <input type="checkbox"/> Chetek-Weyerhaeuser MS Cafeteria | |
| <input type="checkbox"/> Chetek-Weyerhaeuser HS Classroom(s): _____ | |

Roselawn Elementary Complex

- | | | |
|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Roselawn IMC | <input type="checkbox"/> Roselawn Gym | <input type="checkbox"/> Roselawn Classroom(s) |
|---------------------------------------|---------------------------------------|--|
-

Special Equipment (if any): _____

Agreed Costs: Rental: _____ Custodial: _____ Other: _____

Supervision.

- a. Will minors (age 17 or younger) be participating in the recreational activity or activities described in application? Check one: Yes No

If "No," skip to next section.

- b. Will the User provide adult supervision to minors at all times when they are on school grounds pursuant to this Agreement? Yes No

If "No," the User cannot enter into this Agreement OR have access to District property.

The District has no responsibility for the supervision of participants who are minors unless the User receives express written notification to the contrary from the District.

- c. What will be the approximate ratio of participants who are minors to adult supervisors?

_____ minors for each adult supervisor.

Depending on the nature of the activity and the age of the minors, the District may set a minimum ratio of minors to adult supervisors.

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 and have (a) no duty to keep the school grounds safe for the recreational activity; (b) no duty to inspect the school grounds; and (c) no duty to give warning of an unsafe condition, use, or activity on the school grounds. The sole exceptions to this immunity involve either of the following:

- a. A death or injury caused by a malicious act or by a malicious failure to warn against an unsafe condition of which an officer, employee, or agent of the school board knew, which occurs on the school grounds designated for use in this Agreement and being used by a person for a recreational activity held pursuant to this Agreement.
- b. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement during the recreational activity.

In addition to the immunities from liability and the negation of specific legal duties as provided under section 895.523 of the state statutes and as summarized within this Section (above), the District, its school board, and all officers, employees and agents of the District also fully retain all other legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification.

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 physical injuries, impairments, disfigurement, trauma and/or cognitive impairments. Death is also a risk of participation in recreational activities. 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.

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 he/she 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 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.

User Accepts all Responsibility for Notifying Participants of Participants' Assumption of Risk.

By this Agreement, the User accepts sole and exclusive responsibility for (1) providing participants with any legally-required notice(s); and (2) obtaining from participants (or their parents or guardians) any legally-required permissions as may be associated with holding an activity under this Agreement. This responsibility of the User includes, but is not limited to, (1) the provision of any mandatory notices that must be provided regarding risks of participation and/or participants' assumption of risks; and (2) the provision and return, where applicable, of an information sheet related to head injuries and concussions. The User further agrees to accept, assume, and be legally responsible for any and all liability related to providing such notices and obtaining such permissions, including but not limited to defending against all claims and paying for all damages, fees, and costs related thereto.

Restrictions, Non-Transferability and Termination:

- a. The User agrees that District facilities are to be used only as designated on the District Facility Use Request Agreement Application form. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities.
- b. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
- c. User shall ensure that participants will not be restricted from participation for reasons of sex, race, religion, pregnancy, marital or parental status, sexual orientation, national origin, ancestry, creed, handicap, or physical, mental, emotional or learning disability.
- d. User shall ensure that the representative specified in the agreement is present at the scheduled event.
- e. User shall ensure that prior approval is received before signs, banners and pennants or similar items are erected, and that they do not deface school property. Any type of temporary signs or decorations should be approved by the District Administrator/designee.
- f. User shall ensure that the participants' vehicles will be properly parked. No motor driven vehicles will be permitted on school grounds at any time except for in parking areas. Parking is permitted only in designated areas. Recreational vehicles (including ATV vehicles, go-carts, or snowmobiles) on school property is prohibited.
- g. Any form of golfing or using golf equipment is not permitted on school grounds. The use of roller skates, rollerblades, or skateboards is prohibited while the school building is open and/or activities or meetings are being held in the building. The use of ramps in conjunction with the above is prohibited at all times.
- h. User shall ensure that participants are in only the requested area.
- i. When the school gymnasium is to be used for physical activities, only persons with approved rubber soled shoes are allowed on the gym floor. Failure to comply with this stipulation could obligate the user to pay all costs incurred for returning the floor condition to its proper state.
- j. Furniture or fixtures may be moved only with the permission of the building principal or District Administrator.
- k. Food and beverage only in areas where allowed and only having received written permission.
- l. User shall ensure activities are orderly and lawful.

- m. User shall ensure that the use of alcohol/tobacco products is not allowed in the building or on the grounds. Use and/or possession of opened or unopened alcoholic beverages, any type of intoxicants, illegal drugs, drug paraphernalia, or tobacco products is not permitted in or on school grounds.
- n. User shall ensure that animals are not permitted inside the school building, with the exception of those animals used to aid the disabled or specified in the agreement. All pets on school grounds, outside of school buildings which is prohibited except as provided for above, must be on a leash and all village ordinances related to clean up after pets will apply. No horseback riding is permitted on school grounds.
- o. User shall leave the building neat and orderly. All litter including paper, glass, and cans shall be deposited in receptacles provided for that purpose.
- p. Use of loudspeakers or amplifying equipment is not permitted unless authorized by the District Administrator/designee.
- q. No fires are permitted except as authorized by the District Administrator/designee and then by permit from the Chetek Fire Department and/or City of Chetek.
- r. No person shall cause damage to trees, flowers, shrubs, fences, or equipment. Any known damage will be billed to the individual(s) for compensation to the school district.
- s. Other Stipulations as established by the District Administrator.
- t. No District Facility Use Agreement is transferable to another party. The User 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 District Facility Use Agreement fees or reimburse the District for costs/damages will result in automatic denial of future Agreement requests until the delinquent fee balance is fully paid. The District reserves the right to require a fee deposit OR the estimated Agreement fee to be prepaid. The District reserves the right to deny any Agreement application or terminate any 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.

In addition to abiding by the terms of this Agreement, the User is required to follow all District policies and rules involving use of its facilities and to complete the appropriate Facilities Use Agreement request form.

For the District

 Name and Title (Please Print) Signature Date

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement on behalf of the User and to obligate the User to the Agreement's terms and conditions.

For the User

 Name and Position (Please Print) Signature Date

OFFICE USE ONLY

This Facility is / is not available on the date(s) requested. Application: Approved Rejected

Administrator Signature: _____ Date: _____



Keys and Swipe Cards cannot be given to or used by anyone who is not listed on this form. If this is violated the district may revoke key and swipe card privileges.

KEY REQUEST FORM*

Date: _____

Name: _____

Address: _____

Organization Name: _____

Phone Number: _____ **Email:** _____

Facilities Desired: _____

Date (s) key(s) needed:** _____

Time(s): _____

Key Requester Signature: _____

Administrator Signature: _____

* This form needs to be filled out and returned to building principal or district office if a swipe key (needed to enter the building) and/or keys (needed for class rooms/HS and MS gyms) and if facility needs to be used on week-ends or evenings when a custodian is not present. All requests need to be approved by the building principal and district office. Swipe cards and keys will be available in the district office for pick up/drop off or at building offices. Lost swipe card fee and keys are \$10.00/each. Notify the district office immediately if keys are lost or stolen. Lost, stolen and damaged room/gym items are the responsibility of the key/swipe card holder.

** Swipe cards will only be activated for the dates/times listed above.

KG-E(1)

USE OF SCHOOL FACILITIES FEE SCHEDULE

The following fee schedule shall be used when applicable. The business office shall be responsible for billing for usage.

Chetek-Weyerhaeuser

<u>High School</u>	<u>All Day</u>	<u>Evening</u>	<u>Afternoon</u>
Gymnasium	\$120.00	\$60.00	\$60.00
Cafeteria	\$50.00	\$30.00	\$30.00
Classroom(s)	\$20.00	\$10.00	\$10.00

Chetek-Weyerhaeuser

<u>Middle School</u>	<u>All Day</u>	<u>Evening</u>	<u>Afternoon</u>
Gymnasium	\$60.00	\$40.00	\$40.00
Classroom(s)	\$20.00	\$10.00	\$10.00

Roselawn Elementary

<u>All Day</u>	<u>Evening</u>	<u>Afternoon</u>	
Gymnasium	\$60.00	\$40.00	\$40.00
Classroom(s)	\$20.00	\$10.00	\$10.00

Use of the kitchen will be permitted only with one of the school district cooks present. The cook must be paid according to the current rate.

All custodial service needed by users will be charged at the current time and one-half hour rate where applicable.

LEGAL REFERENCE:

CROSS REFERENCE:

APPROVED: September 1983

REVISED: August 15, 2005, November 2, 2010

DELEGATED TO THE ADMINISTRATIVE HANDBOOK: August 15, 2005