Shaker Regional School District -- Use of Facilities Request Form

Please complete and return to the building principal. The Superintendent of Schools will approve or deny all such requests and provide a copy to the organization and to the principal of the school involved.

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Hold Harmless Certificate for Facility Request for Special Events

Please read this statement carefully and sign below in the designated area.

INDEMNIFICATION

In consideration for allowing the rental of Shaker Regional School District facilities and in full recognition of the school board's fiduciary responsibility to protect school property and assets, the lessee (organization or individual) hereby covenants and agrees at all times **to indemnify and hold harmless** the school district, its school board officers, and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all school facilities, by the lessee, its officers, employees, agents, representatives, contracts, customers, guests, and invitees.

INSURANCE

As evidence of its financial ability to indemnify the Shaker Regional School District, during the term of this agreement, lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance *naming the Shaker Regional School District as an additional insured* shall be provided three business days prior to use of facilities. Such insurance contracts shall be with companies acceptable to the Shaker Regional School District and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

TOBACCO

In acknowledgment of New Hampshire state statute (RSA 126-K:7, I) which states that, "No person shall use any tobacco product in any public educational facility or on the grounds of any public educational facility," the lessee covenants and agrees to vigorously enforce said law during the use of the school facilities and school premises by the lessee, its officers, employees, agents, representatives, contractors, customers, guest and invitees.

ALCOHOLIC BEVERAGES & CONTROLLED DRUGS

In acknowledgment of the school district's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs as defined in RSA 318-B:1, V1, or of a controlled drug analog as defined under RSA 318-B:2, V1-a, lessee covenants and agrees to vigorously enforce said policy during the use of the school facilities and school premises by the lessee, its officers, employees, agents, representatives, contractors, customers, guest and invitees.

OTHER

- 1. No modifications to school district facilities are permitted without prior approval of the Shaker Regional School Board.
- 2. No animals are allowed on school grounds.
- 3. Use of a school's kitchen will require district food service personnel, at the expense of the lessee.
- 4. Lessee is responsible to provide portable toilets for outdoor activities, if deemed necessary by the school district.
- 5. The lessee further agrees to reimburse the Shaker Regional School District for any damage caused by their use of the facilities.
- 6. The lessee agrees to observe all regulations (both state and federal) relating to the use of the school facilities.

USE OF BELMONT HIGH SCHOOL SOFTBALL FIELD

In consideration for allowing the rental of Shaker Regional School District athletic field facilities (the "Athletic Fields"), the lessee (organization or individual) hereby covenants and agrees as follows:

The lessee shall not trespass on or enter into any private property adjacent to or abutting the Athletic Fields ("Abutting Property"), whether or not such Abutting Property is posted or displaying no trespassing signs, for any reason, including, but not limited to, retrieving errant balls and other athletic equipment.

The lessee shall not permit any participant, guest, invitee, or other individual or organization on or using the Athletic Fields in connection with the lessee's rental thereof to trespass on or enter into any Abutting Property, whether or not such Abutting Property is posted or displaying no trespassing signs, for any reason, including, but not limited to, retrieving errant balls and other athletic equipment.

The lessee shall indemnify and hold harmless the school district, its board officer, and employees, as well as any owners and/or occupants of any Abutting Property (who are hereby recognized and acknowledged as third party beneficiaries of this agreement) from any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the conduct, acts, omissions, or negligence of the Lessee, its officers, employees, agents, representatives, contracts, customers, guests, and invitees in violation of this Athletic Field Addendum.

FEES

The applicant agrees to pay one-half of the total estimated charges no later than three days prior to the activity. Checks should be made payable to the SHAKER REGIONAL SCHOOL DISTRICT.

I/We, the undersigned, have received, read, and agreed to the above aforementioned information and the School Board's Community Use of School Facilities policy and accompanying administrative rules and procedures.