

# Conditions for Use of District Property

By submitting a use request and using District property, the approved community user agrees to comply with the following terms and conditions, as well as any additional requirements set forth in the property use agreement:

- A. The user agrees to pay the out-of-pocket costs and/or fee for the use, obtain and maintain liability insurance for the use, and indemnify the District for claims and losses that arise from the use, as provided in this regulation.
- B. The user must conduct all activities in a safe manner. The user, including its officers, members, contractors, agents and invitees, must comply with all state and local laws and District policies regarding conduct on school property and any directive from a school official, including administrators, security officers, and custodians, regarding proper conduct on school grounds. Alcohol, illegal drugs, tobacco products, and deadly weapons are prohibited.
- C. Food and beverages will not be served or sold except in appropriate facilities and with prior approval of the school administrator.
- D. A vendor that provides services or sells food or other products on District property in connection with a community user's event must verify compliance with all applicable state and local regulations and license requirements, provide proof of required liability insurance, and pay a separate fee for use of District property. Such vendors include "bounce house" renters, food trucks, photographers, and T-shirt vendors, etc.
- E. Chairs, tables, and other District furniture and equipment must be used with appropriate care and returned to their stored locations in as good condition as prior to use. The user is financially responsible for any wear, tear, breakage, or damages to school facilities and equipment caused by the user, including its officers, members, contractors, agents, and invitees.
- F. Equipment and furniture may be moved onto school grounds only with prior approval of the school administrator or facilities rental agent. The user's property must be removed from the school facility no later than 24 hours after the use unless permission has been granted by the school administrator or facilities rental agent.
- G. When necessary, and without approval of the user, the District may employ custodial, cafeteria, security, and construction services as necessary to clean up and repair school facilities after a use. If such services are required, the District will charge the user for such out-of-pocket costs. The user will be financially responsible for payment of such out-of-pocket costs upon delivery of an invoice for such costs.
- H. Site administrators, custodians, security officers, and other District staff members will have access to District facilities at all times.
- I. The user must vacate the District facilities on or before the time specified in the property use agreement.

# Conditions for Use of District Property

KG-R – Cont'd.

- J. The District reserves the right to cancel a use and refund any payments if the Governing Board or Superintendent determines that the use is not in the best interest of the District. Cancellation of a use will be made by delivery of notice to the user promptly after review of the use by the Governing Board or Superintendent.
- K. Advertising for an activity that will occur in a school facility must identify the sponsoring agent/organization and must not indicate or imply that the District or its school is a sponsor of the program without prior approval of the school administrator or facilities rental agent.
- L. The District is not responsible for any property left by the user or brought to the premises by the user, or by any other persons or entity in connection with the use of District facilities. The user agrees that the District will have no liability for destruction, theft, vandalism, or other loss or damage to any such property.
- M. Community users will not be permitted to use competition baseball or softball fields for a purpose other than baseball or softball.
- N. Community users must remove event advertising from District property at the end of an event.
- O. Community users that use District property for youth sports must educate their coaches, youth participants, and parents about the dangers of concussions and head injuries and the risks associated with continued sports play after a concussion.