

Request for Permit and Use of School Facilities AGREEMENT

In consideration of granting a permit and license to use the school facilities set forth in the attached **Request for Permit and Use of School Facilities**, the applicant hereby agrees to pay in advance the total rental fee and total staff charges set forth in the attached Request for Permit and Use of School Facilities for the amount of time during which the school facilities are actually used or were scheduled to be used but were unable to because of inclement weather or other unforeseen circumstance. A 10% processing fee will be retained for broken or canceled contracts where which the balance may be refunded pending circumstances of time spent by the district/school in support of the requested rental. At least 48 hrs. notification of cancellation is requested. Otherwise the renter will also incur a minimum 3 hours personnel fees.

It is expressly agreed and understood that all applicable governmental laws and ordinances and all rules and regulations of the Board of Education of the Granite School District shall be complied with fully and strictly by applicant and by all persons attending the function, meeting or activity for which the attached Request for Permit and Use of School Facilities is made, and that applicant shall exercise all necessary supervision to assure compliance with such governmental laws and ordinances and all rules and regulations of the Board of Education of the Granite School District, and that the **use of alcohol, tobacco or illegal drugs in any form WILL NOT BE PERMITTED on the school facilities** and that the applicant and all persons attending the function, meeting or activity for which the attached Request for Permit and Use of School Facilities is made shall confine themselves to the area and school facilities specified in this Request for Permit and Use of School Facilities. Applicant expressly agrees and understands that it shall not sell any food or refreshments on the school facilities or on property appurtenant to the school facilities without the prior express written permission of the Board of Education of the Granite School District. Applicant also agrees and understands that it is expressly prohibited from using the schools or other district facilities for the posting or distribution of banners, posters, flyers or any other materials to advertise their event.

The Board of Education of the Granite School District and its members, officers, employees, and agents, assume no liability arising out of the rental or use of the school facilities by applicant or by the parties for whom this Request for Permit and Use of School Facilities is made, or by any persons attending the function, meeting or activity, nor for any failure of such party or parties to obtain the necessary licenses or permits, nor for any violation of any such party or parties of any applicable laws and ordinances. The applicant and all of applicant's officers, directors, employees and associates agree to assume full and complete responsibility and liability for any meeting, function or activity conducted on the school facilities pursuant to this Request for Permit and Use of School Facilities. The Board of Education of the Granite School District and its members, officers, employees and agents shall not be liable for any damage or injury to any person or property occurring during the use of school facilities under this application. Unless the applicant qualifies for non-commercial status, as indicated on the first page of this agreement, **then he/she agrees to have an active liability insurance policy. \$1,000,000.00 PRIMARY per occurrence and \$2,000,000.00 AGGREGATE LIABILITY insurance is required. School Name and Granite District should be listed as "Additional Insured" on a primary/non-contributory basis.** The applicant and its officers, directors, and employees agree to protect, indemnify and HOLD the Board of Education of the Granite School District, together with its officers, directors, employees, representatives and agents, **FREE AND HARMLESS FROM AND AGAINST ANY AND ALL** losses, claims, liens, demands and causes of action of every kind and character arising in favor of any third party, including governmental agencies or bodies, on account of claims, debts, personal injuries, death or damages to property (including property of the Board of Education of the Granite School District) arising from and in direct relation to the events or activities to which this Request for Permit and Use of School Facilities application pertains, but not for the injury caused by willful acts or omissions or gross negligence of Granite School District, its officers, directors, employees, representatives and agents.

The applicant and its officers, directors, employees and associates hereby agree to promptly pay to the Board of Education of the Granite School District just compensation for any damage, injury or destruction to any school property, including the school facilities, caused by applicant or any of applicants officers, directors, employees, representatives and agents or by any person or persons attending the meeting, function or activity for which this Request for Permit and Use of School Facilities is made.

Applicant Name: Melinda Sorensen

Title: field scheduler

Date: 5/2/2022