

**AUBURN-WASHBURN USD #437
FACILITIES USE AGREEMENT**

KG-14a

This Use of Facilities Agreement ("Agreement") is entered into by Auburn-Washburn USD #437 of Topeka, Kansas ("District"), and _____ ("User").

The User has requested, and the District has approved, the User's use of _____ ("Facilities") as set forth within User's Request for Use of School Facilities ("KG-12"), which is hereby fully integrated and incorporated into this Agreement. Neither the User, its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements and/or equipment of the District, other than that described herein.

Use of the Facilities shall occur on dates and at times mutually agreed by the District and User and set forth with KG-12. Such use shall not interfere with the District's ability to carry on educational activities; interfere with the District's ability to carry on recreational activities; or interfere with other users' authorized right to use District property, including Facilities covered by this Agreement.

At all times, the User, its guests and invitees shall comply with the District's rules, regulations and policies. User hereby confirms receipt of the District's written policy on use of school facilities and equipment and furthermore acknowledges that User has read said policy and understands the same. At all times the User, its guests and invitees shall conduct themselves in accordance with all other federal, state and local laws or regulation; respect the District's employees, students and property; and engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The User is responsible for ensuring that is, directors, officers, members, employees, contractors, guest, invitees and participants, as well as any other individual who will attend or view the contemplated activities, comply with these requirements. User shall ensure that the District's property is not altered, modified or changed in any manner, unless express and prior written consent is provided by the District. Failure to comply with any obligations set forth herein, or if the User has misrepresented the nature and extent of the proposed use of Facilities in any way, shall, at the sole discretion of the District, shall serve as a basis to immediately terminate this Agreement.

If the Facilities requested by User are available on the date and at the time requested, the District will ensure that said Facilities are made available for use by the User. *User accepts the Facilities and premises and adjoining areas of the District, as is, and expressly agrees to release, discharge, indemnify and hold harmless, the District, including the USD #437 Board of Education, and its agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Agreement, including but not limited to User's use of the Facilities or any adjoining premise or area of the District.* Users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury, death or property damage on the attached form.

Users shall give written notice to the District of any accident resulting in bodily injury or property damage occurring on the Facilities or in any way connected with the use of the Facilities premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

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The District assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, or invitees brought onto the Facilities during the term of this Agreement.

If required by the District, general liability insurance shall be provided by User for coverage during the use of Facilities by User pursuant to this Agreement. General Liability insurance for coverage of the User shall not be less than \$500,000 per occurrence. The User shall be required to carry Workers Compensation insurance if mandated under Kansas law and Automobile Liability insurance naming the District as Additional Insureds, with limits no less than \$500,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with this Agreement. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the District no later than 48 hours in advance of the Facilities use or this Agreement shall be cancelled.

This Agreement may not be assigned to another party without prior written consent of the District, which consent may be withheld by the District at its sole and absolute discretion. This Agreement is to be governed and interpreted by the laws of State of Kansas.

This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms and conditions in this Agreement.

User's Authorized Representative's Signature: _____

Name of Representative: (Please Print) _____

Title: _____

Approved By: _____

(Representative of District)

Title: _____