

BUILDING RENTAL AGREEMENT

It is hereby agreed that Spearfish School District 40-2 will allow the use of the school facilities listed below:

School _____ Rooms _____

Lessee _____

Date of Use _____

Rental Fee (payment due at time of rental) _____

Conditions:

1. In the interest of safety and in compliance with regulation set forth by the State Fire Marshall and the district's drug and alcohol and weapons policy, smoking will not be permitted in any school building nor on school grounds.
2. At the expiration of the specified term above facilities will be surrendered in as good a state and condition as they were at the commencement of the term.
3. Crowd control, personal liability, grounds and parking supervision are the responsibility of the lessee.
4. Custodial services for all events held before or after school hours or on weekends will be paid by the lessee. Arrangements to be made through the building principal.
5. Any person, public body or group given permission to use school facilities will be in compliance with the district's policies on alcohol, tobacco and other substances and the dangerous weapons policy.
6. Renter must furnish proof of liability insurance before agreement can be approved.
7. The renting group/organization and its members, officers and employees are (or the individual renter is) liable for damage to property and person that may arise as a result of the use of this facility, as provided in SDCL 13-24-20, and are liable for replacement costs to restore the facility or equipment utilized pursuant to this Agreement.

SDCL 13-24-20 provides:

The school board may rent or grant the use of school facilities, motor vehicles or land belonging to the school district for any purposes it considers advisable as a community service for such compensation as it determines. The use may not interfere with school activities. Any person or persons or public body using such school facilities, motor vehicles or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any suit for damage which might arise as the result of such use or occupancy.

Pursuant to this agreement, "any and all damages" stated in the statute above shall mean replacement costs.

8. Other Conditions: _____

Notes:

Lessee

Building Principal

Address

Date

Rental Fee Paid _____

Date

*Agreement must be completed and signed before the facility is used.

Open Gym Contact Information:

Name: _____

Organization: _____

Phone: _____

Email: _____