

Gaston School District Facility Use Form

All submissions can be emailed to info@gastonk12.org or brought into the high school office.

Once submitted please allow 2 weeks for processing.

Organization Name:								
Responsible Person(s):								
Phone/Email:								
Set Up Date(s):		Access Time:		Su M Tu W Th F Sa				
Event Date(s): Location(s) Requested:		Access Time:		Su M Tu W Th F Sa				
						Commons Cafe (No Kitchen Access) Commons Gym/Stage Commons Library District Conference Room Commons Classroom # JR/SR High Classroom # Other	0	Batting Cages Football Field Parking Lot Elementary Multi Purpose High School Conference Room Kaulia (HS) Gym Fitness Center
Facility Contact Information: Sarah Foster - Facilities Use Coordinate	or, Fosters(@gastonk12.org, 503-985-7516, Opt	#3					
Bryan Van Dyke- District Facilities Mana								
	Facilit	y Approval Process						
☐ Submit form via email or in the Hig	h School C	office at least 2 weeks prior to the even	ent.					
☐ Present/Email Certificate of Insural	nce namino	g Gaston School District as an addition	onal in	sured.				
☐ Review of application will be proce	ssed once	Certificate of Insurance has been re	ceived					
Renter will be notified via email or p	hone onc	e the application is processed. If a	approv	red,				
☐ Any required fees will be assessed	and Rente	er will be notified to confirm payment						
☐ Renter will be required to come into	o the High	School Office to arrange final details	regard	ding the facility agreement.				
☐ Rental fees are required to be paid	before acc	cess and use of facilities are granted						



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Facility Use Terms:

Indemnification: In consideration for use of the Gaston School District's ("District") property, Renter agrees to hold harmless, waive, release, indemnify, defend, and discharge the District from all liability and claims arising from Renter's use of the District's property. Renter agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from the District's negligent acts. "District" includes its Board of Directors, including the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, costs (e.g. medical costs and attorney fees). Renter certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.

Insurance: Renter shall furnish a Certificate of Insurance naming Gaston School District 511J as an additional insured. Should the Certificate of Insurance be canceled before the expiration date thereof, the Renter will notify the District within 24 hours of cancellation of insurance.

Liability Insurance Clause: The Renter agrees at all times during the term hereof, at their own expense, to maintain, keep in effect, furnish and deliver to the District liability insurance policies in form and with an insurer satisfactory to the District, insuring both the District and the Renter against all liability for damages to person or property in or about said rented premises; coverage should be a minimum of \$2,000,000.00 per occurrence, and \$2,000,000,000 aggregate. Renter agrees to and shall indemnify and hold the District harmless against any and all claims and demands arising from the negligence of the Renter, their officers, agents, invitees and/or employees, as well as those arising from Renter's failure to comply with any covenant of this rental agreement on their part to be performed, and shall at their own expense defend the District against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

Repairs, Maintenance, and Cleanup: At Renter's sole expense, Renter shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, Renter agrees to repair, replace, or compensate the District for any cleanup required. Renter agrees to reimburse the District for damage to the District's property that is caused by Renter and Renter's members, employees, agents, contractors, suppliers, or guests. Upon Renter's completion of use of the District's property, the Renter shall leave the property in the same or better condition as received.

Renter's Property: The District will not be responsible for the belongings of the Renter and/or participants. The District is not liable for damages, lost or stolen items, and/or vandalism that may occur during the facility usage.

Bloodborne Pathogens: Renter agrees to adhere to the federal and State OHSA standards pertaining to bloodborne pathogens and any necessary cleanup of blood or other body fluids.



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District Representative: At the District's discretion, a representative may be assigned for general supervision purposes. The representative is authorized to see that all facilities are properly used. They will not be expected to do the Renter's work (such as dishwashing, cleaning, serving, cooking, crowd control, etc.). The costs associated with supervising will be the responsibility of the Renter.

District's Policies: Renter agrees that the school property will be used in accordance with Gaston School District rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas. Certain events/activities will take precedence even if a reservation has been approved. Gaston School District reserves the right to make changes if necessary.

Occupancy: The Renter agrees to comply with all State laws and State Fire Marshal regulations regarding occupancy. This rental agreement will be canceled immediately if the Renter violates State Fire Marshal regulations regarding maximum occupancy of the structure. Maximum occupancy signs are posted in each building. Additionally, the Renter will confine all activities to the areas approved in this Agreement.

Deposit: The District reserves the right to ask for a deposit as a condition of rental in order to offset potential costs that may result as a consequence of the use of District equipment or facilities. Any District costs generated by the approved rental would be subtracted from the deposit and the balance, if any, would be returned to the Renter. If costs in excess of the deposit are incurred, the Renter is responsible for payment.

Anti-Discrimination Policy: The Gaston School District does not discriminate on the basis of race, color, national origin, religion, disability, age, marital status, gender identity, or sexual orientation. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

Right of Entry: The District retains the right to enter District property at all times during the life of this Agreement, including the property being used by Renter under this Agreement.

User Certifies to have read this document and fully understands its contents.

Signature of Renter:		 	
Date:	· · · · · · · · · · · · · · · · · · ·		

Signed copy will be presented to renter.