

Facility Use Agreement (Example)

This Facility Use Agreement (“Agreement”) is made by and between the Harbor Springs Public Schools (the District) and (the User Group).

The District owns certain facilities described in this Agreement which, in the District’s discretion, are available for rent; and,

The User Group desires to rent those premises for the purposes herein contained;

THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and User Group agree as follows:

1.0 PERMIT:

The District hereby grants permission to the User Group to use the following described facility as indicated:

2.0 TERM:

User Group will be permitted to use and occupy the Facility on the following dates and times for the purpose stated above:

3.0 FEE:

User Group will pay an application fee of [TBA]. At least ninety (90) days prior to use of the Facility, the User Group will be notified of the anticipated cost for usage, based on District rental rates and identified staffing needs. Payment will be made by the User Group within 30 days after the event dates listed above.

4.0 PAYMENT:

User Group agrees to pay all fees due under this Agreement in cash, certified check, business check, or bank cashier’s check.

5.0 APPLICABLE LAWS:

User Group agrees to comply with all policies, and administrative regulations of the District, including but not limited to 7002-AR, as well as any and all applicable local, state, and federal ordinances, statues, and laws.

The parties agree that the courts of the State of Michigan will have exclusive jurisdiction over any legal proceeding arising out of or related to this Agreement, that the proper venue for any such dispute is the Emmet County Circuit Court, and that this Agreement will be

interpreted pursuant Michigan law. The parties further agree that, unless the User Group establishes the District materially breached this Agreement, the User Group will pay the District's actual attorneys' fees and costs arising from or relating to any such legal proceeding.

If, during the term of the Agreement, the User Group's use of the Facility violates any applicable policy or administrative regulation, including but not limited to 7002-AR, of the District or any applicable ordinance, statute, or law, the User Group will either cease and desist from continuing the use causing the violation or surrender the Facility forthwith upon demand of the District.

6.0 ALTERATIONS, DECORATIONS, DAMAGES, AND INSURANCE:

- 6.1 The User Group will not injure, mar, or in any way deface the Facility and will not cause or permit anything to be done that casues the Facility to be injured, marred, or defaced. Also, the User Group will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part of the Facility, and will not make or allow to be made any alterations of any kind without the written permission of the District.
- 6.2 If Facility, during the term of this Agreement, IS damaged by the act, default, or negligence of the User Group, or the User Group's agents, employees, patrons, or any person(s) admitted to the Facility by the User Group, the User Group will pay the District, upon demand, such sum as the District determines necessary to restore the Facility to its original condition.
- 6.3 Prior to, and as a condition of, using the Facility, the User Group will provide the District's Chief Financial & Operations Officer satisfactory proof that the User Group carries comprehensive general liability insurance: in the amount of not less that \$1,000,000.00 per occurrence; not less than \$2,000,000.00 annual aggregate; and, naming the District and its individual board members, employees, agents, representatives and volunteers as additional insureds.

7.0 DISTRICT OBLIGATIONS:

- 7.1 The District will provide access to the Facility, including but not limited to all stage, backstage, dressing room and other rooms, facilities, and on-site theater equipment as are reasonably necessary to accommodate the User Group's use of the Facility. Access to and use of tables and chairs will be provided to the User Group on the dates identified in Paragraph 2.0 on an as-needed basis.
- 7.2 The District will provide control room, stage preparation, custodial, and such other support staffing as requested by the User Group on the dates identified in Paragraph 2.0 at such times as are reasonably requested by User Group. Staffing services will be provided by the District at then-current rates customarily charged by the District to groups outside the District school system. The User Group will provide at least 72 hours prior notice to the District of such staffing needs.

8.0 RELEASE AND INDEMNIFICATION:

The User Group releases the District and its employees and agents of and from any and all claims whatsoever arising from or relating to the User Group's use of the Facility or the negotiation and execution of this Agreement. The User Group and its individual owners, employees and agents agree to indemnify the District and its employees and agents, and hold them harmless, of and from any and all claims, demands or causes of action arising from or relating to the User Group's use of the Facility, this Agreement, or the enforcement of this Agreement.

9.0 ASSIGNMENT:

User Group may and will not assign or transfer this Agreement or sublet any portion Facility without the District's written consent.

10.0 TERMINATION:

This Agreement will continue in full force and effect unless and until terminated by either party, with or without cause, upon thirty (30) days written notice.

11.0 SEPARATE ENTITIES:

User Group is not the agent or employee of the District. The District and the User Group agree and acknowledge that nothing in this Agreement will be deemed to constitute either party as an agent or a franchisee of the other. Neither the District nor User Group has any power or authority, express or implied, to bind the other party or to act in the other party's name. This Agreement will not be construed as constituting the parties as partners or creating any other form of joint venture or other relationship that might impose liability on one party for any act or omission of the other.

12.0 AUTHORITY

[insert name], the District's [position], will be the sole representative of the District for purposes of this Agreement.

13.0 ENTIRE AGREEMENT; MODIFICATION:

This Agreement and its attachments, if any, constitutes the entire understanding and agreement between the parties with respect to its subject matter and may not be modified except by a writing signed by both parties.

14.0 SEVERABILITY:

In the event one or more clauses of this Agreement is declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement will not be affected.

15.0 WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed a waiver of such rights and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement will be binding on any subsequent occasion; and no concession by either party will be treated as an implied modification of the Agreement unless specifically agreed in writing.