

## FACILITY USE REQUEST

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## LEWISTOWN PUBLIC SCHOOLS

Fergus High School 201 Casino Creek Drive Lewistown, Montana 59457 Phone: 406-538-2321 School District No. One 215 7<sup>th</sup> Avenue South Lewistown, Montana 59457 Phone: 406-538-8777

|   | the (organization)   |
|---|--|
| quest the use of the (facility and rooms)                   |  |
|   | at (times) The purpose of  |
| is use is for (event)                                       |  |
| Te also request the use of the following equipment (e.g. to | ables, chairs, sound/light system, etc.)   |
|   |  |
|   | of this FACILITY USE REQUEST, and should this request be approved, it is understood is request. It is further understood that should the use of the facilities or custodians oilled accordingly. |
| rganization Representative Signature:                       |  |
| ddress:   | Phone Number:  |
| istrict Approval:   Yes   No Group Classificat              | tion (as per Board Policy):  |
| rincipal or Activities Director:                            | Date:  |
| istrict Use Only:   |  |
| Rental Estimates:   | Rental Expenses:   |
| Facility Fees \$  | Facility Fees \$   |
| Custodial Fees \$   | Custodial Fees \$  |
| Other Fees \$   | Other Fees \$  |
| Total Estimate \$   | Total Expense \$   |
| Insurance Required: Yes No                                  | Insurance Cert. On File: Yes No  |
| Fees to be Billed by Business Office: Yes No                | Date Billed:   |
| Fees Paid in Advance \$                                     | Date Paid:   |
| Certified Sound/Light Technician Required: Yes              | ] No   |
| cluded in the Rental Charges:                               |  |
| Fergus Center for the Performing Arts**                     | Fergus High Fieldhouse   |
| FCPA South Dressing Room                                    | FH Locker Rooms  |
| FCPA North Dressing Room                                    | FH Score Clock & PA System Package   |
| FCPA – Public Address System Only                           | Concessions (Equipment Contract needed)  |
| FHS Music Room (Rm 234)                                     | FHS Teacher Workroom (Rm 210)  |
| FHS Library (Rm 225)  | FHS Cafeteria (Rm 120)   |
| FHS & Lillian Kolar Tennis Facilities                       | Golden Eagle Stadium (Football & Track Complex)  |
| Classrooms (as listed):                                     |  |
|   | Other:   |
|   | Use of Parking Lot (shared with other events)  |

- 1. User agrees to pay all fees due under this contract in cash, personal check, certified check or bank cashier's check. User agrees to compensate the District for any loss of or damage to equipment, damage to any wiring and damage to the premises from any cause during the term of this Use Permit.
- 2. Time shall be of the essence of this agreement, and the time granted shall not be extended for the occupancy, use of the premises or for the removal of equipment without the written permission of the District. All additional time shall be paid for according to the schedule of fees as established by the District.
- 3. The User shall remove from service, upon request from the District, any employee not adhering to the rules and regulations relating to their conduct
- 4. User agrees to comply with all laws, ordinances and rules of the District, City of Lewistown, State of Montana and the United States, applicable to the use of said described facilities and to pay all taxes imposed by law in connection with its use and occupancy thereof. User violations may result in suspension of this use permit. Reminder, School District No. 1 facilities and grounds are tobacco and alcohol free.
- 5. User agrees that it will not use any decorative materials determined to be flammable or combustible in or about said facilities without first securing the prior inspection and approval of the Lewistown Fire Department.
- 6. User agrees to use a certified electrician and pay for any electrical work required beyond what is specifically provided by the District.
- 7. User agrees that no advertising or other matter shall be placed, posted or distributed in or about said described facilities nor announced or publicized over any loud speaker system without first having obtained the written permission of the District.
- 8. User agrees that it will not distribute or permit to be distributed, in any manner, tickets in excess of the seating capacity or admit a larger number of persons than can safely and freely move about in the space contracted for. The decision of the District in this respect shall be final.
- 9. User shall not injure, mar or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be injured, marred or defaced in any way or manner and will not drive, or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind.
- 10. Erection of special platforms, scaffolding, rigging and other apparatus is the responsibility of the User. In order to ensure the safety of performers and the public, the user shall comply with all applicable safety standards. The User will then take the necessary action required to ensure the safety of the performers and the public.
- 11. User agrees that it will not use the District equipment, tools or furnishings, located in or about described facilities not included in this Use Permit, without first seeking and receiving approval of the District representative.
- 12. User understands and agrees that during the term of this Use Permit other events may be held in other parts of the described facilities not included in this Use Permit, and User shall so conduct its activities so as not to interfere with school activities or other such events.
- 13. User hereby indemnifies and holds the District harmless of and free from any and all loss, damage or injury to any person or persons whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities. The User further agrees to waive all claims against the District as a result of any loss, damage or injury, from whatever cause, which may occur to it or its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Use Permit is granted.
- 14. User agrees to carry public liability insurance for bodily injury and property damage in an amount not less than \$1,000,000.00 combined single limit; and the User shall, at the time of the execution of this Use Permit, furnish the District representative with a copy of said policy or a certificate that such Insurance has been issued, and School District No. One shall be named as an additional insured thereunder, or agreed to purchase School District No. Ones special events program per day premium.
- 15. In the event the user is engaged in a non-spectator related activity, the District reserves the right to separately assess the users need for liability insurance.
- 16. Lighting and Sound Systems in the Fergus Center for the Performing Arts may be used only if a certified controller is obtained. (This may result in an additional fee.) Contact Rich Garcia, the School District's Music Coordinator, at 538-2321 for further information.
- 17. The school reserves the right to deny any "Facilities Use Request" should their use interfere with school sponsored activities or school supported activities.