

**Application for Use and Contract****FACILITY USAGE APPLICATION**

Part I to be Completed by Applicant (Please Type or Print, Attach Extra Sheets if Necessary.)

I. <i>Name of Organization/Applicant:</i>		<i>Name of Contact Person:</i>	<i>Telephone Number:</i>						
<i>Street Address:</i>		<i>Fax Number:</i>	<i>Email Address:</i>						
<i>City / State / Zip:</i>		<i>Name of Liability Insurance Company:</i>	<i>Insurance Policy Limits:</i>						
<i>Type of Organization (if Applicant is an Organization):</i> <input type="checkbox"/> School <input type="checkbox"/> Board approved School-Related Group (PTA, Booster Club, etc.) <input type="checkbox"/> Government <input type="checkbox"/> Civic <input type="checkbox"/> Charitable <input type="checkbox"/> Non-Profit <input type="checkbox"/> Religious <input type="checkbox"/> Other: _____									
<i>Names &amp; Telephone Nos. of Individual Primarily Responsible for Facility &amp; Conduct of Persons Using Facility:</i> <table border="1"> <tr> <td>Primary Person:</td> <td>Phone #:</td> <td>Emergency Phone #:</td> </tr> <tr> <td>Street Address:</td> <td></td> <td></td> </tr> </table>				Primary Person:	Phone #:	Emergency Phone #:	Street Address:		
Primary Person:	Phone #:	Emergency Phone #:							
Street Address:									
<i>Anticipated # of Participants:</i>									
<i>Description of Proposed Activities, Including Detailed Description of Any Tents, Stages, or Other Structures to be Erected (Attach Extra Sheets if Necessary):</i>									
<b>Is this a school-related fundraiser?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, explain: _____ <b>Will admission be charged?</b> Will donations be solicited or accepted? Will concessions or other items be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer to any of the above is "Yes," will the net proceeds from such admission charges, donations, etc., be used exclusively for civic, charitable, government, non-profit, or religious purposes? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If a non-District labor force will be used for any purpose, will it include anyone convicted of a crime or flagged in a registry?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Facility or Area within Facility Being Requested:</b> <input type="checkbox"/> Athletic field <input type="checkbox"/> Kitchen <input type="checkbox"/> Library <input type="checkbox"/> Cafeteria <input type="checkbox"/> Gymnasium (Small) <input type="checkbox"/> Gymnasium (Large) <input type="checkbox"/> Outdoor sport court <input type="checkbox"/> Auditorium <input type="checkbox"/> Classroom(s) <input type="checkbox"/> Other: _____									
<input type="checkbox"/> Custodial: _____ (#) <input type="checkbox"/> Law Enforcement: _____ (#) <input type="checkbox"/> Tech. Support: _____ (#) <input type="checkbox"/> Food Service: _____ (#) <input type="checkbox"/> Other: _____ (#)									
<i>Equipment Requested (Audio / Video / Lighting / Athletic Equipment / etc.):</i>									
<i>Date(s) Facility to be Used:</i>		<i>Time(s) Facility to be Used (Include Adequate Time for Setup &amp; Cleanup):</i>	<i>No. of Hours to be Used:</i>						

On behalf of the Applicant, I confirm that I have read and understand all terms and conditions of usage set forth in the District's Facility Usage Contract on the District's website.

**Applicant Signature:** \_\_\_\_\_

**Applicant - Send Application to Superintendent/Designee for Approval**

By: \_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Date

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Part II to be Completed by District (Please Type or Print, Attach Extra Sheets if Necessary.)

II

***Is the Facility Available & Approved for Use by the Applicant on the Date(s) & at the Time(s) Requested?***☐ Yes   ☐ No   If no, indicate reason:***Will the Proposed Use of the Facility Involve a School Activity?***☐ Yes   ☐ No   (If a school initiates a request to collaborate on an activity that is in the school's plan or program **and** if the school maintains primary control of the activity, then it is a school activity).***Will the Proposed Use of the Facility Require the Presence of One or More District Employees to Maintain the Care, Safety & Security of the Facility?***☐ Yes   ☐ No   If "No," indicate below why a District Employee will not be needed:  
☐ The Facility is an outdoor facility of a type which does not require a District Employee.  
☐ Other: \_\_\_\_\_***If the Presence of One or More District Employee(s) is Required, Will it be Necessary for Such Employee(s) to Work Overtime (i.e., to be Overscheduled)?***☐ Yes   ☐ No If no, indicate below why it will not be necessary for District employee(s) to work overtime:  
☐ Applicant will be conducting after-school activities for students *during scheduled custodian hours*.  
☐ One or more District employees will already be present during Applicant's use of the facility **and** no clean-up will be required to be ready to conduct school the next school day.  
☐ Other: \_\_\_\_\_***List Below those Overtime Hours to be Worked by District Employees (Attach Extra Sheets if Necessary):***

<i>Types &amp; # of District Employees Assigned:</i>	<i>Name(s) of Employees Assigned:</i>	<i>Date(s) Assigned:</i>	<i>Overtime Hours Assigned (In and Out)</i>	<i>Total # Overtime Hours:</i>
<input type="checkbox"/> Custodial: ____ (#)				
<input type="checkbox"/> Food Service: ____ (#)				
<input type="checkbox"/> Law Enforcement: ____ (#)				
<input type="checkbox"/> Tech. Support: ____ (#)				
<input type="checkbox"/> Other: ____ (#)				

***List All Equipment Approved for Use, list of concessions or merchandise listed for sale:*****Superintendent/Designee Signature:**By: \_\_\_\_\_  
*Signature of Superintendent/Designee*\_\_\_\_\_  
*Date*

**Application for Use and Contract****FACILITY USAGE CONTRACT**

**THIS CONTRACT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Applicant”) and the Anchorage Independent Board of Education (the “District”).

**W I T N E S S E T H:**

**WHEREAS**, Applicant has requested the use of District facilities, grounds, employees, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

**WHEREAS** the Superintendent or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

**WHEREAS**, the District’s Board of Education has determined or will determine usage fees relating to the use of the facility, grounds, and/or equipment approved by the Superintendent and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

**WHEREAS** Applicant has agreed to pay all applicable usage fees and to abide by and satisfy all other terms and conditions of this Contract as consideration for the use of the specified area(s) of the facility, grounds, and/or equipment on the specified date(s) and time(s),

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The document appended hereto as Exhibit “A” is incorporated by reference into and made a part of this Contract.
2. As consideration for Applicant’s agreements to timely pay all usage fees set forth in Exhibit “A” and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant’s reasonable use, on the date(s) and time(s) specified in Exhibit “A,” the area(s) of the facility and/or grounds (“Facility/Grounds”) and/or the District equipment (“Equipment”) specified in Exhibit “A.”
3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:
  - a. At least two (2) weeks prior to its proposed use of the Facility/Grounds, Applicant shall:
    - i. Execute and return this Contract;
    - ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

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- iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which:  
(a) the District is indemnified in an amount not less than \$1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the Facilities/Grounds shall be excess.

The executed Contract, usage fee or deposit, and any requested certificate of insurance shall each be submitted to the District Office.

Applicant acknowledges and agrees that failure on its part to timely submit an executed Contract or payment of the full usage fee or a requested certificate of insurance shall be grounds for non-approval by the District of Applicant’s facility usage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and all usage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

- b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or Equipment. Pay will be required for the employee at 1.5 their daily wage rate for the duration of the event, and rounded UP to the nearest half hour.
- c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds. Entry and exit solely from the predetermined door closest to the facility in use.

**Application for Use and Contract**

- d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by accident, negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.
- e. Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:
  - i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and
  - ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.
- f. Applicant shall observe all fire and safety regulations, **including but not limited to safe, legal parking for the duration of the event.**
- g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.
- h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.
- i. Applicant shall prohibit the use of tobacco, alternative nicotine, or vapor products and alcoholic beverages in or on the Facility/Grounds.
- j. Applicant shall not allow any immoral or illegal activity, in or on the Facility/Grounds.
- k. The Superintendent or other supervisor of the Facility/Grounds and/or the School Resource Officer shall determine the need for security during Applicant's use of the Facility/Grounds.
- l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the School Board.

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- m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract. Community applicant and the insured party must be present for the full period, each instance of usage.
- n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:
  - i. Equipment may not be used by Applicant if it is needed for school activities;
  - ii. Equipment shall not be removed from the Facility/Grounds; and
  - iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Superintendent shall send a report to the District's Board of Education within 15 business days of the damage being occurred and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a prerequisite to additional use by Applicant of any facility or grounds in the District.

- o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.
- p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its original position and that the Facilities/Grounds shall be left in a clean and tidy condition.
- q. Applicant shall not operate food, drink or merchandise concessions unless approved in writing by the Superintendent.
- s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy- including but not limited to HVAC functions.
- t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes.
- u. Applicant shall not use the Facility/Grounds, or equipment for commercial, for profit activities, or as approved by the Superintendent.

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- v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract.

In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall pay a minimum of one (1) hour worth of the Full Operational Fee. In the event this Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

- w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contract with a qualified outside entity for the removal of snow, ice, and other impediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

i. School closed but egress and ingress is safe, at Superintendent approval, activity proceeds as planned.

ii. School canceled but clearing within the scope of the day's work for district personnel, at Superintendent's approval, activity proceeds as planned.

iii. School canceled and Superintendent feels egress and ingress is unsafe, and outside of district personnel scope, the Applicant can pay for egress/ingress at the Superintendent's discretion of safety.

- x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra time, including overtime charges. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.
- y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

- z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather, tornados, and other emergencies.



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- aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.
- ab. Applicant acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of the organization or the activity.

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on this, the day and year first above written.

\_\_\_\_\_  
(Name of Insured Party)  
BY: \_\_\_\_\_  
(Signature of Insured Party)

Anchorage Independent School District  
BY: \_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
TYPED OR PRINTED NAME  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TYPED OR PRINTED NAME  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE: Home \_\_\_\_\_  
Work \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Community Applicant)  
BY: \_\_\_\_\_  
(Signature of Community Applicant)

\_\_\_\_\_  
TYPED OR PRINTED NAME  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE: Home \_\_\_\_\_  
Work \_\_\_\_\_