

FACILITY USE TERMS AND CONDITIONS CENTRAL CITY PUBLIC SCHOOLS

Central City Public Schools may be rented by individuals, education and community organizations, and other groups provided that the use is in compliance with this policy, Central City Public Schools policies and all state and federal laws, rules, and regulations.

All requests should be submitted to CCPS Activities Director or Superintendent. Access and use will be granted on a first-come, first-served basis consistent with this policy.

- Permission for the use of Central City Public Schools will be based upon the benefit to the area community.
- Events and activities should be designed to serve the area public or area students.
- Damage deposits shall not be required for any curriculum-related student groups and other Central City Public School organizations. Damage deposits shall be required of all other users. The damage deposit will be returned based upon the evaluation of the reports from administrative, custodial and technical personnel.
- Fees for use will be determined by contractual agreement between the board and school district according to the established policy.
- Criteria for use of the Central City Public Schools include the following:
 - 1) No alcohol/illegal drugs/tobacco will be allowed on school property.
 - 2) No remains from the use of the facility should be evident at the end of the use of the facility as stated by contract.
 - 3) Subject to the express maintenance and custodial obligations of District set forth herein, Facility User shall maintain, at its cost, the Premises in a good condition consistent with the condition existing at the time of delivery. Facility User acknowledges and accepts that the Premises are provided in "AS IS" condition. District shall keep and maintain the structural elements of the buildings, as hereinafter defined, on the Premises in reasonably good condition and repair and in any event at least in a condition substantially similar to that existing at the time Facility User takes possession of the Premises excepting normal wear, tear, and damage by casualty unless a state of disrepair is due to willful or negligent actions of Facility User, its agents or clients, in which case necessary repairs or replacement shall be charged to Facility User.
 - 4) All facilities should be supervised by a responsible adult. At no time will students or other minors be permitted in the facility without proper supervision.

- 5) Any activity that may undermine the district's obligation to promote appropriate social behavior or that may be injurious to the buildings, grounds or equipment will not be permitted.
- 6) The Central City Public Schools does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenter, or materials disseminated as part of the use of the facility.
- 7) The district does not provide for the security of any property brought onto the facility by any user or any participant in a user activity. The district does not provide security for any user or any participant in a user activity. The district assumes no liability for any loss or damage to any of user's property, any participant's property, any user, or any participant in a user activity.
- 8) Users agree to defend, indemnify, and hold harmless Central City Public Schools its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.
- 9) The board reserves the right to reject any request from any group, organization, or individual who are not known to the board, who are deemed to not have the financial resources sufficient to cover rental fees or possible damage to the facility, or who use or seek to use the facility for illegal purposes or in violation of any state or federal law, rule, regulation, or board policy.

