

EXHIBIT**EXHIBIT****COMMUNITY USE OF
SCHOOL FACILITIES****APPLICATION**

Application Date: _____ Organization Name ("User"): _____

Commercial Group? _____ Street Address: _____

City _____ State _____ Zip _____

Date/Dates Requested: _____

Reservation: _____

Contact Person: _____

Facility/Facilities Requested: _____

Phone Number: _____

Event Contact Person: _____

Start Time: _____ [Person responsible for site security during the event.]

Cell Phone Number: _____

End Time: _____

Nature of Proposed Use: _____

_____Location of Proposed Use: _____ but
specifically limited to area outlined in Exhibit "A" attached.

Detailed description of types and number of animals to be involved in the event, *if any*, and in detail what is the event and the means of protecting and separating animals from users or spectators.

Expected Attendance: _____ Is Admission to be Charged? _____

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A/V Equipment Requested? Yes _____ No _____

Will food be served? Yes _____ No _____

Is Set Up Time Required? Yes _____ No _____ If so, date & time requested for set up: _____

We agree to all provisions of the Site Use Agreement and the Exhibits hereto are incorporated herein by reference.

Signed _____

I hereby certify that I am authorized by user to make this Application and to make all representations on behalf of:

_____ day of _____, 20_____

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SITE USE AGREEMENT

1. General Conditions: This Agreement is entered into between:

_____ and _____
("School Facility") ("User")

for the use of _____
(Rooms or Areas to be Used)

between _____ and _____
(Time and Date) (Time and Date)

The above-named User and School Facility agree, in consideration of the promises and representations made by user in the Application, all of which are deemed material and made by the user intending the School Facility to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. The School Facility does not guarantee the suitability of the facility or of the facility's contents for the uses intended by the User. User agrees that in the event this Permit is canceled by User, or due to User's failure to meet Agreement requirements, refunds of any fees paid by User will be at the discretion of the School Facility. Any change to this Site Use Agreement shall be made in writing at least five (5) business days prior to the date of the event and subject to approval by the School Facility.

2. Lawful Use: The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the School Facility, which are attached hereto (*if any*), the User shall not:

- (a) Allow litter or debris and shall keep the premises clean at all times.
- (b) Allow use of alcohol, illegal drugs and or tobacco and nicotine which are prohibited on all school property at all times.
- (c) Allow guns on school property except for those in the possession of duly certified law enforcement personnel.
- (d) Use the facility without providing security as required by the school facility for the type of function they have planned.
- (e) Allow use of swimming pool facilities without having a certified life guard on duty at all times.
- (f) Allow events involving animals unless they are described in detail in the Application for Use and in compliance with any limitations or restrictions written into the Agreement. All animals must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. In the event of ambiguity of language in the Application or Agreement, restrictions on use of animals shall be strictly construed against the User.

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- (g) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the school facility or other official having jurisdiction.
- (h) Allow building exits to be blocked for any reason.
- (i) Allow parking except in designated areas.
- (j) Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.
- (k) Allow design, placement or construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures without adequate precautions for the safety of those building, using and disassembling such structures.
- (l) Allow non-fire resistant decorations cover more than twenty percent (20%) of the wall area with decorations. Decorations shall never be placed within close proximity to incendiary sources.
- (m) Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.
- (n) Allow hazardous materials, including pyrotechnic devises, fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
- (o) Allow amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devises related thereto onto the premises or to be used in any way while occupying the premises except with the express permission of the school facility and on proof of insurance carried by the User written by a company acceptable to the New Mexico Public School Insurance Authority ("Authority") of at least one million dollars (\$1,000,000) per occurrence naming the school facility as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so.
- (p) Allow use of playground equipment unless at least one (1) adult supervisor for every fifteen (15) children is in attendance.

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- (q) Use the school facility without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- (r) Allow access to areas not specified for use in the Site Use Agreement.
- (s) Allow access to any one to School Facilities without securing an Accident Waiver and Release or Liability Form.

3. Notice of Accidents: All users shall give written notice to the school facility of any accident resulting in bodily injury or property damage occurring on school facility premises or in any way connected with the use of the school facility premises within twenty-four (24) hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

4. Damage to User's Property: The School Facility assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

5. Parking and Security: The School Facility may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by the School Facility, the User must arrange for and be responsible for payment of personnel or the other arrangements necessary to provide those additional parking and/or security requirements. User must provide proof within five (5) days prior to the event that the arrangements have been made, and that User has guaranteed payment to those providing those additional services. During the event all motor vehicles of participants must be parked in accord with all posted and/or painted restrictions.

6. Insurance: General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to the School Facility by the Authority is limited to one million dollars (\$1,000,000) per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the School Facility and its School Board, Board of Trustees or Governing Body as Additional Insured's, with limits no less than one million dollars (\$1,000,000) per occurrence for all motor vehicles owned or rented by User to be used in connection with the event. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the School Facility no later than forty-eight (48) hours in advance of the facility use or this Site Use Agreement shall be cancelled.

7. Use by Commercial Groups: Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants in writing that the activity is not sponsored by the School Facility.

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8. Site Security: The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the School Facility's premises.

9. Fees: The attached schedule sets forth fees to be paid for use of the School Facility. In addition to the use fee, users may be required to reimburse the School Facility for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the premises, equipment and other school property. All fees shall be made by check or money order and shall be made payable to the School Facility. It is inappropriate to pay school employees directly for services in kind or in cash. The fees are payable to the School Facility with the Application.

10. Clean Up: Users of school facilities shall provide prompt and thorough clean-up and removal or storage of all special structures within no more than twenty-four (24) hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.

11. Non-Assignability: This agreement may not be assigned to another party without prior written consent of the School Facility, which consent may be withheld by the School Facility at its sole and absolute discretion.

12. Choice of Law: This agreement is to be governed and interpreted by the laws of State of New Mexico.

13. Entire Understanding: This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

14. Statement of Information: The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the School Facility, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

15. Release: *User accepts School Facility's premises and adjoining areas as is and releases and discharges the School Facility, the Board of Trustees, School Board, or other Governing Body and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Site Use Agreement including but not limited to User's use of the premises and the adjoining areas,*

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including parking areas. Users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on the attached form. User understands that this Site Use Agreement can be cancelled, and the event terminated, if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.

User's Authorized Representative's Signature: _____

Name of Representative (Please Print): _____

Title: _____

Approved By: _____
(Representative of School Facility)

Title: _____

Fee for Use: _____

Application-permit (NMPSIA) Rev. 7/2/10

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