



## DCSD Facility Use/Rental Agreement

*Those wishing to use/rent DCSD facilities complete this section:*

<b>Group Name of Lessee:</b>	<b>Today's Date:</b>
<b>Person Responsible:</b>	<b>Date(s) of Event:</b>
<b>Phone:</b>	<b>Time(s) of Event:</b>
<b>Address:</b>	<b>Facility:</b>
	<b>Room(s):</b>
<b>Purpose:</b>	

----- **Administrative Use Only** -----

<b>Group Type:</b>	<b>Building/Facility Supervisor:</b>
<b>Personnel Charge:</b>	\$ _____
<b>Facility/Building Charge:</b>	\$ _____
<b>Misc. Charge (specify):</b>	\$ _____
<b>TOTAL CHARGE:</b>	\$ _____
<b>Payment Received</b> \$ _____	
(Amount)	(Date)
	(Method)

**DUCHESNE COUNTY SCHOOL DISTRICT  
BUILDINGS AND FACILITIES BUILDING RENTAL GENERAL REGULATIONS**

**READ THIS DOCUMENT CAREFULLY -- BY SIGNING THIS CONTRACT YOU AGREE TO ALL TERMS** *The Duchesne County School District reserves the right to refuse rental or use of district facilities and equipment at its discretion.*

1. The District may refuse to permit the use of school property if it determines the use interferes with a school function or purpose.
2. The use of alcohol, tobacco, or illegal drugs in any form will not be permitted in district facilities or on district property. In accordance with Utah Code Ann. 53A-11-903 (2) (a), tobacco and other drugs and/or paraphernalia, intoxicating drinks, and boisterous conduct are expressly prohibited on and within 1,000 feet of school property. No person shall possess a dangerous weapon except those exempt by law. All school and district policies will be enforced.
3. All fees (including security deposit if applicable) must be submitted with the application. If additional charges are levied by the school or district, they are due within 10 days of being invoiced.
4. All rental time shall be computed from the time of the requested opening to the closing of the doors. Closing time shall be the time when all persons associated with the rental have left the building/facility.
5. It is agreed and understood that the lessee and all persons attending the function shall confine themselves to the area of District facilities specified in the Building Rental Agreement/Permit. All Building Rental Agreements/Permits are for specific facilities and hours. It is the responsibility of the lessee to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled. School officials may refuse to allow persons having no legitimate business to enter the property and may eject any undesirable person according to trespassing laws. (53G-8-603)
6. A representative of the school district, herein referred to as the Building Supervisor, will be present on school property the entire time period whenever an authorized function is taking place, will secure the building, and will report violations.
7. Lessee must provide sufficient supervision and these individuals will be on the premises during the entire rental period. These Lessee designated supervisors shall be responsible for ensuring that all building rental rules, regulations, and laws are adhered to by participants and those attending; any violations will be reported to the building supervisor. If Supervision cannot be assigned, the building WILL NOT be rented.

8. If the event is sufficient in size, extra district personnel may be assigned and an hourly rate may be added to fees at the discretion of the principal or principal's designee. See the fee schedule for the current rate.
9. A food service employee approved by the Food Service Supervisor must be present any time a kitchen is rented.
10. Users will show respect for the building and its furnishings. The facility will be left in a clean and orderly fashion when the group leaves with the lights off and doors locked. Users will be financially responsible for any damage to the facility. Additional fees may be levied equal to the actual replacement, repair, or clean-up cost for any loss, damage, or condition resulting from any activity above normal wear and tear. Any custodial clean-up above normal wear and tear may be billed at one and a half times the regular rate.
11. It is expressly agreed and understood that all applicable governmental laws and ordinances and all rules and regulations of the Board of Education of the Duchesne County School District shall be complied with fully and strictly by the lessee and by all persons attending the function. Whenever the rules and regulations have been violated, the school may revoke the permit to use the facilities and refuse to consider future Building Rental Agreements/Permits.
  - a. State law requires any groups using school facilities to allow participants of said activities to wear religious clothing. This includes students wearing athletic uniforms. Utah Code 53G-7-802
12. Schools and the school district are not required to allow the posting of political signs on school property.
13. DCSD and area schools will NOT be responsible for any accident or injury incurred during the rental period. The applicant or organization will assume all responsibility for any accident and adequate insurance for specific events. Immediate notification will be given to the Building Supervisor of any conduct or circumstances that bring about an injury to persons or property, describing the injury or damage to property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
14. Persons or organizations using District facilities, including stage or stage equipment, shall not remove or displace furniture or apparatus including lights, curtains, ceiling balance, counterweights system, or switchboard except when under the direct supervision of the designated school employee. When the stage is to be used, full details of equipment and personnel needed must be furnished with the applications.
15. Food and beverages are allowed only in designated areas. Food and beverages are not allowed in classrooms, auditoriums, libraries, or computer labs.
16. Restrooms will be used properly.
17. Children will be supervised by parents/guardians.
18. Gym users must comply with footwear restrictions as designated by the school administration.
19. All functions shall close by 10:30 p.m. unless special permission is secured in advance from the principal or designee.
20. The permit holder and those working with the function must familiarize themselves with the fire exits and the location of fire extinguishers. Exits must not be blocked. Chairs and tables should not exceed the limits of the space and should not be placed in aisles or doorways. If extension cords are used, they must not pose a safety hazard that would cause someone to trip or fall.
21. This agreement may not be changed except by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
22. The District Building Use Policy is incorporated herein, and whenever applicable is contractual as a part of this Agreement as is set forth verbatim.
23. The applicant or organization will be responsible for setting up and putting away any special equipment. All non-school property is to be removed at the end of the rental period.
24. The facility will be left in a clean and orderly fashion when the group leaves with the lights off and doors locked.
25. Commercial (For-Profit) entities, persons, or organizations using any part of District properties are required to obtain public liability insurance covering in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Lessees and/or persons attending the function are not covered by District insurance. In some circumstances, a rider may be added to an individual's homeowner's insurance. Groups or individuals work directly with an insurance provider to obtain a Certificate of Insurance. The Certificate of Insurance must list Duchesne County School District as the insured or as an additional insured on the Certificate.

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**DUCHEсне COUNTY SCHOOL DISTRICT  
INDEMNITY AGREEMENT**

**Indemnity**

I, the undersigned, on behalf of myself and my organization/group/company, understand that we, the lessee and all of the lessee's officers, directors, employees, and associates, agree to assume full and complete responsibility and liability for any meeting, function or activity conducted on the Duchesne County School District (District) facilities pursuant to this Building Rental Application/Permit and that the Board of Education of the Duchesne County School District, and its members, officers, employees, and agents, assume no liability arising out of the rental or use of the District facilities by lessee or by the parties for whom this Building Rental Application/Permit is made, or by any persons attending the function, meeting or activity, nor for any failure of such party or parties to obtain the necessary licenses or permits, nor for any violation of any such party or parties of any applicable laws and ordinances.

We further understand that we, the lessee, and all of the lessee's officers, directors, employees, and associates, undertake and agree to ***indemnify and HOLD The Board of Education of the Duchesne County School District, together with its***

**officers, directors, employees, representatives, and agents, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL** losses, claims, liens, demands, and causes of action of every kind and character arising in favor of any third party, including governmental agencies or bodies, on account of claims, debts, personal injuries, death or damages to property (including property of the Board of Education of the Duchesne County School District), and at the option of the Duchesne County School District defend the District and any and all of its board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any of my or my group's employees, agents, and volunteers, or damage or destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any District facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons, residents, and individuals in any way connected with the use of the District's facilities and property.

The lessee and its officers, directors, employees, and associates hereby agree to promptly pay to the Board of Education of the Duchesne County School District just compensation for any damage, injury, or destruction to any school property, including personal property and school facilities, caused by lessee or any of lessee's officers, directors, employees, representatives and agents, or by any person or persons attending the meeting, function or activity for which this Building Rental Application/Permit is made.

**Signature**

*I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language, and I and my organization/group/company specifically understand and intend it to cover any and all use of the Duchesne County School District's facilities and property by employees, volunteers, patrons, residents, and all others authorized by me or my organization/group/company.*

**We agree to the above stipulations for Facility/Building Use for DCSD Schools and assume responsibility for any and all damages incurred as a result of our event. Cancellations must be made within 24 hours to notify personnel.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

----- Administrative Use Only -----				Post - Rental Checkout							
Were the rental agreements satisfactorily met?		YES	NO	Were keys issued?		YES	NO	Returned?		YES	NO
Notes/Explanations:											



Internal DCSD Use Only



**Duchesne County School District  
Facility Rental Fee Schedule**

District Personnel		All Groups			
<b>Building/Facility Supervisor (Required for all rentals/uses) *</b>		<b>\$ 40/hr</b>			
Additional Staff (custodial, etc.)		\$ 30/hr			
Kitchen Staff		\$ 40/hr			
Adult Sound/Light Technician for the Auditorium		\$ 40/hr			
Student Technician for Auditorium (under direction of adult supervisors)		\$ 20/hr			
District Facility (Supervisor is mandatory)	Commercial (For Profit)		Charitable (Non - Profit)		Rented By Individual Families
	Headquarters Outside Duchesne County	Headquarters Within Duchesne County	Programs & Functions For Adults, Clubs, or Mixed Ages	Municipality Programs For DCSD Students	
Auditorium Rental	\$ 200/hr	\$ 80/hr	\$ 50/hr	\$ 50/hr	\$ 50/hr
Classroom	\$ 25/hr	\$ 10/hr	\$ 0	\$ 0	\$ 0
Multi-purpose/Media room (Any room that is not a traditional classroom)	\$ 25/hr	\$ 10/hr	\$ 10/hr	\$ 0	\$ 0
Commons / Cafeteria	\$ 50/hr	\$ 20/hr	\$ 10/hr	\$ 0	\$ 0
Kitchen	\$ 100/hr	\$ 40/hr	\$ 25/hr	\$ 25/hr	\$ 25/hr
Parking Lots	\$ 25/hr	\$ 10/hr	\$ 0	\$ 0	\$ 0
Grass Sports Fields and/or Playgrounds (*Lights will be an additional \$25/hr)	\$ 50/hr	\$ 20/hr	\$ 10/hr	\$ 0	\$ 0
Gymnasium (Secondary Schools)	\$ 150/hr	\$ 75/hr	\$ 40/hr	\$ 0	\$ 0
Gymnasium (Elementary Schools)	\$ 75/hr	\$ 35/hr	\$ 20/hr	\$ 0	\$ 0
Weight/Fitness Rooms	\$ 50/hr	\$ 20/hr	\$ 10/hr	\$ 0	\$ 0
Tennis courts (*Lights will be an additional \$25 per hour)	\$ 50/hr	\$ 20/hr	\$ 10/hr	\$ 0	\$ 0
Track (Additional fee of \$25/hr for lighting and sound.)	\$ 100/hr	\$ 40/hr	\$ 20/hr	\$ 0	\$ 0
Roosevelt Field House (Each section separately: Gym, Field, Cages)	\$ 50/hr	\$ 20/hr	\$ 10/hr	\$ 0	\$ 0

\* Additional Notes:

1. The "Building Supervisor" fee may be waived if a DCSD or municipality official agrees to perform this duty.
2. Groups may have some or all of the facility fee waived if the group will make improvements to the facility. The Principal outlines the specifics on a case-by-case basis.
3. Groups that use the facility for more than 10 days (i.e. leagues) may have 25% of the cost waived.

