



Crosslake Community School  
35808 County Road 66  
P.O. Box 1020  
Crosslake, Minnesota 56442  
218-692-5437

## Facilities and Equipment Use Agreement

### GENERAL CONDITIONS AND AMOUNT OF FEE

It is agreed between Crosslake Community School (CCS), hereinafter referred to as CCS and \_\_\_\_\_, hereinafter referred to as USER, that CCS shall allow the USER access and the use of the FACILITY as conditioned and described below, subject to all the policies and procedures of CCS in consideration of \$\_\_\_\_\_.

This total fee includes the following:

Fees \$\_\_\_\_\_.

Custodial or other staff costs \$\_\_\_\_\_.

Other miscellaneous costs attached agreement in the total amount of \$\_\_\_\_\_.

ORGANIZATION REQUESTING USE \_\_\_\_\_

DATE(S) OF USE \_\_\_\_\_

TIME NEEDED: FROM \_\_\_\_\_: \_\_\_\_\_ a.m./p.m. TO \_\_\_\_\_: \_\_\_\_\_ a.m./p.m.

IS AN ADMISSION FEE CHARGED?  Yes  No Amount \$\_\_\_\_\_

PURPOSE OF USE (Type of Activity) \_\_\_\_\_

SPECIAL EQUIPMENT NEEDED \_\_\_\_\_

SPECIAL PERSONNEL NEEDED \_\_\_\_\_

Note: CCS is not responsible to provide any special equipment or personnel unless the same has been specifically agreed to by CCS and the USER, and the specific related terms for the special equipment or personnel have been set forth on the attached Exhibit "A."

The undersigned has been given authority to act for and be responsible for the USER making this application. USER will see that the FACILITY is not misused or abused, that there is proper adult supervision at all times, that the FACILITY is used in conformity with all policies and regulations of the CCS, and that all other terms of this COMMON USE AGREEMENT are adhered to and followed.

The undersigned understands and agrees that this COMMON USE AGREEMENT does not establish an employer-employee relationship between USER and CCS, that the event is neither a conducted event nor a

sponsored event of CCS. In addition, it is understood that CCS will not exercise any physical or other control over the operation of the event other than those already spelled out in this COMMON USE AGREEMENT. In addition, USER understands that CCS is not providing any supervision by this agreement.

#### NO OTHER PROMISES OR WARRANTIES

USER understands that no promises are made otherwise than what is contained in this agreement, that no warranties have been made that the FACILITY will be adequate for USER's planned use, and that USER accepts the FACILITY in an AS IS condition. USER to initial box to left.

USER has inspected the facility to be used and has independently determined that it is suitable and safe for their particular purpose. USER to initial box to left.

#### INSURANCE [Check Where Applicable]

##### LIABILITY INSURANCE

USER at its sole cost and expense shall maintain during the DATE(S) OF USE of this agreement public liability insurance insuring against ALL liability of USER, CCS, and their authorized representatives arising out of and in connection with USER'S use of the FACILITY, with a single liability limit of:

Check Appropriate Box

\$500,000 \_\_\_\_\_

\$1,000,000

\$ \_\_\_\_\_

It is the intention of both USER and CCS that the public liability insurance shall insure performance by USER of the express indemnity provision contained below. However, the limits of such insurance shall not limit the liability of USER hereunder.

CCS shall be named as an additional named insured on the insurance policy purchased by USER, which is subject to this agreement.

USER agrees to provide CCS with a copy of the certificate of insurance evidencing that it has complied with the insurance requirement of this agreement.

#### EXPRESS INDEMNITY

Check Either INDEMNITY PROVISION "A" Or INDEMNITY PROVISION "B"

##### INDEMNITY PROVISION "A"

USER agrees to save, indemnify, and keep harmless CCS against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property, arising directly or indirectly out of obligations herein undertaken or out of the operations conducted by USER, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CCS. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided for by law.

##### INDEMNITY PROVISION "B"

USER agrees to save, indemnify, and keep harmless CCS against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (USER'S employees included) and damage to property in which CCS shall be named a defendant and which involves claims arising directly or indirectly from, as a result of, or in connection with USER'S use of the premises. It is the

intention of the parties that the indemnity provided by this agreement provides for indemnity to CCS for CCS's own acts of passive negligence that solely or contributorily cause liability to CCS, but USER is not indemnifying CCS for CCS's own acts of active negligence that solely or contributorily cause liability to CCS.

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
CCS Representative

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
USER Representative