



# BOX ELDER SCHOOL DISTRICT

## FACILITIES USER REQUEST FORM AND PERMIT

SCHOOL \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

This user request form is required for use of School District Property. This is not a confirmation of your request. Once received by School District, we will reply as soon as possible. If your request is approved for use as a Civic Center below, it will constitute a permit for use of this property pursuant to UCA. § 53G-4-209, 210. The School District is thereby not liable for any claims, injuries, or lawsuit arising from use of District property under UCA 63G-7-301(5).

All programs and services are open to all persons regardless of race, color, national origin, sex, age, or disabilities.

### **Renter Information:**

Contact Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Type/Purpose of Activity \_\_\_\_\_

Date(s) & Times Requested \_\_\_\_\_ How Many People Expected? \_\_\_\_\_

Preferred Location, 1<sup>st</sup> Choice: \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

Resources: Gym \_\_\_\_\_ Auditorium \_\_\_\_\_ Classroom \_\_\_\_\_ Athletic Field \_\_\_\_\_

Sound and Lights \_\_\_\_\_ Microphone/Stand \_\_\_\_\_ Other \_\_\_\_\_

Will you be charging an admission fee? Yes \_\_\_\_\_ No \_\_\_\_\_

Will be earning income/selling items? Yes \_\_\_\_\_ No \_\_\_\_\_ What Products? \_\_\_\_\_

For Profit Organization? \_\_\_\_\_ If yes, a certificate of insurance must be provided.

Non-Profit? \_\_\_\_\_ If yes, a 501c3 form or tax-exempt number or other proof must be provided.

### **ESTIMATED RENTAL RATE**

Item	Number of Hours	First Hour	Additional Hours	Personnel * Per Hour	Amount Due
TOTAL:					

\_\_\_\_\_  
Permittee (Renter) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Box Elder School District Representative

\_\_\_\_\_  
Date

## INDEMNIFICATION AND LIABILITY INSURANCE

It is mutually understood and agreed that the indemnification and insurance requirements stated below are endorsed to and apply as conditions of the permit to which this form is attached. It is further agreed that any indemnification and insurance requirements in such permit are deleted and replaced by the following requirements.

### INDEMNIFICATION

Permittee hereby waives all claims and recourse against the Box Elder County School District (aka District) including the right to contribution for loss or damage by reason of death or injury to persons or damages to property whether the person or property of permittee, its agent or employees, or third persons arising from, growing out of, or in any way connected with or incident to Permittee's use of the premises to which the attached permit relates. Permittee shall indemnify, hold harmless and defend the District, its officers, directors, agents and employees against any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), actions or liability whatsoever arising out of Permittee's use of the premises to which the attached permit relates. This shall not be interpreted, however, to relieve the District from responsibility for claims, loss or damage by reason of death or injury to persons or damage to property, whether the person or property of the employees, or third persons arising from, growing out of, or in any way connected with or incident to negligent or intentional acts of the District, its employees or the condition of the premises to which this permit relates for which the District has responsibility.

### LIABILITY INSURANCE

Non-civic center and commercial permittee shall purchase and maintain during the terms of this permit, comprehensive general liability insurance that provides protection from any and all claims for which permittee has responsibility, as set forth above, and which may arise from its use of the premises to which this permit relates. Said insurance shall provide coverage with limits of a minimum of \$500,000. The District, its board members, officers, employees and agents shall be named as additional insureds, when allowed by Permittee's insurance carrier.

Non-civic center and commercial permittee shall provide a Certificate of Liability insurance on an approved form which evidences the coverage required hereby coverage with limits of a minimum of \$2,000,000. This Certificate shall be properly executed with an original signature of the authorized agent of the insurance company and submitted to the District within fifteen (15) days after the issuance of the permit attached hereto. Permittees who do not have liability insurance may purchase Special Events insurance coverage. (See attached application).

### PROPERTY DAMAGE AND EXTRA SUPERVISORY TIME

It is also understood that any damage to school district property will be assessed to the renter. Renter must reimburse the district, at supervisor rates, the cost for any excess additional labor required to open/shut facilities, supervise, or clean facilities outside of scheduled rental hours.

*Use at your own risk. The District is immune from liability for your use pursuant to UCA § 53G-4-209, 210 and § 63G-7-301(5). You are advised to obtain insurance for your own liability. I Acknowledge, I have read and agree to the terms and conditions outlined in this Agreement.*

\_\_\_\_\_  
Initials of Permittee (Renter)

\_\_\_\_\_  
Date

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**Below for Office Use Only**

Your request has been:      Approved \_\_\_\_\_ Declined \_\_\_\_\_

Reason \_\_\_\_\_

### **PERMIT**

Your request has been approved for use of District property as requested:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_