

Grass Lake Community Schools Community Services

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HOLD HARMLESS BUILDING USE AGREEMENT

This Hold Harmless Building Use Agreement is being made and entered into on _____
(date) by and between Grass Lake Community Schools (herein referred to as the "School District"), 899 S. Union Street,
Grass Lake, MI 49240 and _____ (herein referred to as the "User").

The User will be permitted access to the School District's _____ (facility name)
beginning _____ (date) and ending _____ (date)
from _____ (beginning time) to _____ (ending time), and will agree to follow any and all rules
governing use of the School District and any specific guidelines or restrictions at the sole discretion of the School District
as described below.

The specific location of any use shall be subject to the School District's discretion and the User will be responsible for all
expenses related to its presence at the School District.

The User agrees to defend, indemnify and hold harmless the School District, its boards, employees, and representatives
from any and all claims, actions, suits, and judgments and expenses including claims, costs, attorney fees and damages
in connection with its activities resulting in loss of life, bodily or personal injury, product liability claims and/or damage
to property arising from or out of use by the User or its agents, members, partners, associates or employees, or any
portion of the School District, except where such damage or loss arises from the act or omission of the School District, its
boards, employees, and representatives.

**The User shall, at its own expense, keep in full force and effect until the cessation of its activity a commercial general
liability (CGL) insurance policy with respect to the School District having limits of not less than One Million Dollars
(\$1,000,000) for each occurrence and aggregate, including bodily or personal injury, product liability, if applicable, and
property damage, with the School District named as an Additional Insured for the period of the activity.** Automobile
liability coverage of at least One Million Dollars (\$1,000,000) may also be required depending on the circumstances. The
User agrees to provide proof of such insurance to the School District at least 5 business days in advance of the scheduled
activity.

ADMINISTRATIVE GUIDELINES 7510A - Use of District Facilities

Facilities Applications:

Any organization or individual desiring to use School District facilities shall complete an "Application for Use/Rental of
School Facilities," form and submit it to the Building Principal for initial approval.

A. The Building Principal shall clear each application with respect to date, time and other arrangements, and will
provisionally approve or deny the use of school facilities on the basis of Board policy.

B. The Superintendent will review all requests and make a final decision on approval. A photocopy of signed applications
will be forwarded to the Community Services Director (CSD) indicating approval or denial. If approved, fees will then be
established and the User will accept or decline. Acceptance will require a Hold Harmless Agreement to be signed and the
reservation will then be booked.

Ineligible Users:

Groups or persons will not be granted building use when the request is for activities that are in conflict or competition
with District programs or not authorized by Board Policy.

Regulations:

- A. Users must take reasonable steps to ensure orderly behavior and will be responsible for paying for all damage associated with their use of the facility or equipment.
- B. The School District reserves the right to request payment of estimated fees in advance.
- C. Use of tobacco is prohibited on all School District property. All Users are responsible for complying with this regulation.
- D. Alcoholic beverages and controlled substances will not be permitted on School District property at any time. All Users are responsible for complying with this regulation.
- E. Decorations must be fireproof and shall be erected and taken down in a manner not destructive to School District property. Decorations are subject to the approval of the Building Administrator. The use of open flames, such as candles, is permitted only with written permission from the Fire Marshal.
- F. The User shall be fully responsible for the loss or damage to School District property, including property of students and employees.
- G. Requests for School District-owned equipment may be charged based on request and type of equipment.
- H. The use of materials on floors or other parts of the building is prohibited without specific approval from the Building Administrator.
- I. Uses of stages, furniture and equipment must be arranged for in advance. Set up and clean up may be performed by members of the group using the facility upon approval. Additional custodial services required for work not done satisfactorily will be paid for by the using group. Arrangements must be made with the Building Administrator or CSD for use of any special or extra equipment. Extra compensation paid employees for moving, operating, or supervising special or extra equipment will be charged to the using group.
- J. Use during summer vacation, on holidays, or during other vacation periods shall not conflict with building cleaning and renovating, and will depend on the availability of building service personnel for supervision.
- K. Gambling of any kind is prohibited.
- L. A school custodian shall be on duty whenever a facility is being used, except when exempted by the Building Principal, the Superintendent, or the CSD. The custodian will render custodial assistance in handling furniture and equipment, and will be responsible for seeing that the facility or facilities are left in good order after the activity is over. The custodian's overtime, including clean-up time, will be charged at the current hourly rate. Food service personnel shall be required when kitchen facilities are requested and will be charged at the current hourly rate.
- M. Responsibility for enforcement of rules and regulations concerning use of School District facilities rests with the User group. Any infractions of the above regulations may be grounds for refusing to grant subsequent requests for the use of School District facilities.
- N. Corridors, exits and stairways must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of audience or spectators must never stand or sit so they block exits, stairways or aisle ways.
- O. The School District will not be responsible for any loss of valuables or personal property.
- P. No flyers, booklets, or other printed or audio-visual materials may be distributed unless they relate directly to an activity for which the school facilities are being used.
- Q. All vendors selling wares at any activity must be pre-approved. Wares must be related to the event, i.e. T- shirts.

Fee for Use of School District Buildings:

All fees will be based on the Grass Lake Community Schools Facility Rental Fee Schedule included with the Application for Use/Rental of School Facilities. The School District reserves the right to change advertised fees and charges.

INDICATION OF AGREEMENT

I, THE USER, have read, understand, and agree to the terms stipulated in the Grass Lake Community Schools **HOLD HARMLESS BUILDING USE AGREEMENT** and the **ADMINISTRATIVE GUIDELINES 7510A - Use of District Facilities**.

Acceptance and Approvals:

User Name – Authorized Representative (*printed*)

User Name – Authorized Representative (*signature*) Date

School District – Authorized Representative (*signature*): Date