



# SITE USE AGREEMENT

## 1. General Conditions:

This Agreement is entered into between **CENTRAL CONSOLIDATED SCHOOL DISTRICT (CCSD)**

And \_\_\_\_\_ for the use of \_\_\_\_\_  
(Applicant) (Facility being used)

between \_\_\_\_\_ and \_\_\_\_\_.  
(Time and Date) (Time and Date)

The above named User and Central Consolidated School District (CCSD) 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 Central Consolidated School District (CCSD) to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. Central Consolidated School District (CCSD) does not guarantee the suitability of the facility or of the facility's contents for the uses intended by the User. The 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 the User will be at the discretion of CCSD. 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 facility coordinator.

**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. CCSD shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to CCSD, 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 tobacco 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 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.
- \_\_\_\_\_ (f) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the school facility or other official having jurisdiction.

- \_\_\_\_\_ (g) Allow building exits to be blocked for any reason.
- \_\_\_\_\_ (h) Allow parking except in designated areas.
- \_\_\_\_\_ (i) Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.
- \_\_\_\_\_ (j) Allow design, placement or construction of booth, displays, viewing stands, platform, theater sets, temporary stages or any other structures without adequate precautions for the safety of those building, using and disassembling such structures.
- \_\_\_\_\_ (k) Allow non-fire resistant decorations cover more that 20 percent of the wall area with decorations. Decorations shall never be placed within close proximity to incendiary sources.
- \_\_\_\_\_ (l) 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.
- \_\_\_\_\_ (m) 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.
- \_\_\_\_\_ (n) 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 CCSD and have proof of insurance carried by the User written by a company acceptable to the New Mexico Public School Insurance Authority (“Authority”) of at least \$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.
- \_\_\_\_\_ (o) Allow use of playground equipment unless at least one adult supervisor for every fifteen (15) children in attendance.
- \_\_\_\_\_ (p) Use the CCSD facilities without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall be posted.
- \_\_\_\_\_ (q) Allow access to areas not specified for use in the Site Use Agreement.
- \_\_\_\_\_ (r) Allow access to any one on CCSD Facilities without securing an Accident Waiver and Release of Liability Form.

- 3. Notice of Accidents:** All users shall give written notice to CCSD of any accidents 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 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:** CCSD 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:** CCSD may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by CCSD, 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 CCSD by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to CCSD by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming CCSD and its school board, Board of Trustees or Governing Body as additional insured, with limits no less than \$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 CCSD facility use coordinator no later than 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 CCSD.
- 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 area utilized were properly checked and secured upon departure from CCSD Premises.
- 9. Fees:** The attached schedule sets forth fees to be paid for use of CCSD facilities. In Addition to the use fee, users maybe required to reimburse CCSD 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 money order or cashiers check and shall be made payable to CCSD. It is inappropriate to pay school employees directly for services in kind or in cash. The fees are payable to CCSD one week prior to the scheduled event.
- 10. Clean Up:** Users of CCSD facilities shall provide prompt and thorough clean-up and removal or storage of all special structures within no more than 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.

