



FACILITY USE AGREEMENT



The parties to this Facility Use Agreement (“Agreement”) are the Riverside Community School District, an Iowa public school corporation (“School District”), and _____ (“User”).

The School District and User, in consideration of this Agreement and the mutual promises contained herein, agree as follows:

1. FACILITY PREMISES.

A. *Approval Timeline.* User agrees that this Agreement must be filled out completely and returned to the School District Administrative Office located at 330 Pleasant Street, Carson, Iowa at least forty-eight (48) hours before the requested dates to use any of the School District facilities. This is to determine if facilities requested are available.

B. *Use.* The School District agrees to allow User to use the facility known as _____ located at _____, in the City of Carson, State of Iowa (the “Facility Premises”), in accordance with the terms and conditions stated in this Agreement.

2. USE OF FACILITY PREMISES.

A. *Access.* The Facility Premises shall be used by User for _____. User and its staff and invitees will have access to the Facility Premises during the term of this Agreement on the following days, from ____:00 ____m. until ____:00 ____m., subject to the terms and conditions as stated herein:

_____. Only the facilities requested on this Agreement will be used by User and other School District facilities, sites, areas, or equipment are off limits to the User. Occasional access outside these days and times may be scheduled upon mutual agreement of the parties in writing. User shall also have the non-exclusive right to use available parking facilities at the Facility Premises for the parking of vehicles of its staff and invitees.

Notwithstanding the access to the Facility Premises granted to User by this Agreement, the School District shall have priority in scheduling use of the Facility Premises for activities related to the School District and may reschedule User’s days and times stated above upon at least twenty (24) hours’ notice to User. User also acknowledges and agrees that other groups may use the Facility Premises when it is not in use by User or the School District. User agrees to cooperate with School District regarding the scheduling of the use of the Facility Premises.

User shall follow the School District's protocols with regard to access and security of the Facility Premises. The School District may enter the Facility Premises without the prior approval of User, so long as such entry does not unreasonably interfere with User's use of the Facility Premises. The School District may enter the Facility Premises at any time for emergencies.

B. *Operations.* User shall provide its own equipment and supplies for User's operations, except as otherwise agreed by the parties in writing. All operations and staffing associated with User's use of the Facility Premises, including ensuring the safety of User's staff, and invitees as well as User's property, are the responsibility of User.

User agrees to accept the Facility Premises in its present condition and configuration. User shall act in a reasonable manner to keep the Facility Premises in good and clean condition, free and clear of all obstructions and nuisances, and shall remove all trash left by its staff, students, spectators, and invitees. If the School District incurs excessive costs in cleaning or restoring the Facility Premises, site, or equipment to the condition it was prior to its use, the Board of Directors reserves the right to charge the User for these costs. User will not permit the Facility Premises to be damaged or depreciated in value by any negligence or other act or omission of User or its staff and invitees, and User agrees to be responsible for any such damages. User agrees that no food or drinks, other than water are allowed in the School District's gymnasium facilities.

User shall comply with all federal, state, and local laws and regulations and School District policies and rules applicable to the Facility Premises and use thereof, specifically including, but not limited to, prohibitions on smoking in the Facility Premises and on the grounds of the Facility Premises pursuant to the Iowa Code Chapter 142D, restrictions on consumption of alcoholic beverages on the Facility Premises and restrictions on sex offenders pursuant to Iowa Code Chapter 692A. User shall not permit any activities on the Facility Premises which violate such provisions and accepts responsibility for the strict enforcement of these laws and regulations. In addition, User shall not use, nor permit the use of, the Facility Premises for any purpose which would adversely affect the value or character of the Facility Premises or cause the Facility Premises to lose exempt status for tax purposes. If User uses the Facility Premises in an inappropriate manner, the User's ability to use the Facility Premises will terminate immediately.

3. **RENT.** For the use of the Facility Premises, User agrees to pay to the School District as rent the sum of \$_____ prior to use of the facilities. User acknowledges that the School District may require School District staff members to be present during User's use of the Facility Premises, and User agrees to also pay the School District the cost of having the School District staff members present at these times. Such payments shall be made to School District within thirty (30) days of User's receipt of invoice from the School District but prior to use of the facilities.

In the event of a cancellation after the Facility Premises or equipment are made ready for the User, the User will be charged the full rental fee. Cancellations made prior to that will be

charged a minimum cancellation fee of 20% of the rental fee or the costs incurred to the School District in anticipation of User's use, whichever is greater.

4. **INSURANCE.** User shall carry commercial general liability insurance for protection from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property at the Facility Premises due directly or indirectly to any act or omission of User or any person claiming through or under User. The liability insurance policy for nonprofit organizations shall have limits of not less than \$50,000 per occurrence and \$100,000 annual aggregate. The liability insurance policy for for-profit organizations shall have limits of not less than \$1,000,000 per occurrence. The School District shall be named as an additional insured on User's liability insurance policy. Coverage cannot be cancelled or reduced without thirty (30) day's written notice to the School District. Such policy shall be issued by an insurance company and in a form satisfactory to the School District. User shall present proof of such insurance to School District.

User shall also carry any insurance required by law, including, but not limited to, worker's compensation insurance. User shall present proof of such insurance to the School District upon request.

5. **INDEMNIFICATION.** User agrees to defend, indemnify, and hold harmless the School District and the School District's directors, officers, employees, and agents from and against any and all demands, claims, causes of action, liability, damages, losses, costs, and expenses (including reasonable attorney fees) arising from the use of the Facility Premises or any act or omission by User under this Agreement. The obligations in this section shall survive expiration or termination of this Agreement.

6. **RESTITUTION AND RECOVERY OF AMOUNTS OWED.** Both parties shall make restitution to the other for any and all property damage caused due to the one party's use of the Facility Premises of the other, normal wear and tear excepted.

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. The obligations in this section shall survive expiration or termination of this Agreement.

7. **TERM AND TERMINATION.** This Agreement shall be effective as of _____ and shall expire on _____. The Agreement may be renewed for subsequent terms of one (1) year each, upon written agreement of the parties.

Prior to its expiration, this Agreement may be terminated (i) upon written notice by either party in the event that the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice of the breach, (ii) in the event User uses the Facility Premises in an inappropriate manner, the School District can terminate this Agreement

immediately, (iii) without cause by either party upon sixty (60) days written notice, and (iv) at any time upon mutual agreement of the parties.

8. **OBLIGATIONS AFTER TERMINATION/EXPIRATION.** The User agrees that upon the termination or expiration of this Agreement, it will cease using the Facility Premises and shall return any Facility Premises to the District in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time. The User shall remove any of its property from the Facility Premises no later than the termination or expiration date of the Agreement. The User shall repair any damage caused by such removal. If User's property is not removed from the Facility Premises within the specified timeframe, such property may be deemed abandoned and disposed of as determined by District. Upon the request of District, User shall, at its expense, remove all improvements or appurtenances to the Facility Premises and restore the Facility Premises to its prior state. The obligations in this section shall survive expiration or termination of this Agreement.

9. **NOTICES.** All notices given under this Agreement shall be in writing, made by certified mail or personal delivery to the parties hereto, at their respective central administrative office addresses. The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

10. **STATUS OF THE PARTIES.** It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

11. **ASSIGNMENT; BINDING.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **GOVERNING FORUM AND LAW.** The parties consent to the jurisdiction of the Pottawattamie County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions hereof.

13. **FORCE MAJEURE.** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period

shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

14. **SEVERABILITY.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provisions;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be modified except by a written instrument duly signed by both parties.

(Signatures on next page)

The parties hereto have duly approved and executed this Agreement on the dates set forth below.

**RIVERSIDE COMMUNITY
SCHOOL DISTRICT:**

USER:

By: _____

By: _____

Name: _____

Name: _____

Title: President, Board of Directors

Title: _____

Date: _____

Date: _____

Contact Information for Facility User:

Name: _____

Email: _____

Phone Number: _____