



Office of Operations
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AGREEMENT FOR USAGE OF GERMANTOWN MUNICIPAL SCHOOL DISTRICT' FACILITIES

The Germantown Municipal School District ("GMSD"), and the

_____ ("Organization") and

_____ ("Designated Responsible Individual")

agree as follows:

1. **Permit to Use School Facilities:** Upon the approval of the application submitted by the Organization and the Designated Responsible Individual, GMSD, without further action, grants permission to use the school facilities ("Facilities") as described below. This agreement governs the use of the Facilities by the Organization and the Designated Responsible Individual.

School Facilities: _____

Date(s): _____

Time(s): _____

2. **Rules Regarding Use of School Facilities:** The Use of the Premises is subject to the Rules Regarding Use of Facilities ("Rules") The Organization and Designated Responsible Individual agree to the terms of the Rules.

Please note: All rental and leasing activities will be considered cancelled on days when the schools are closed because of either emergency conditions or hazardous weather.

3. **Payment of Fees:** The fees for the use of the Facilities will be those fees specified in the Rules and itemized in an invoice that will be provided upon approval of the application. Payment will be due within fourteen (14) days of the event. Any excess payment will be refunded, while any shortage will be billed at the completion of the event and is the responsibility of the renter. Notice of cancellation must be received at least three (3) calendar days prior to the rental.

4. **Responsibility:** The Designated Responsible Individual acknowledges responsibility for the Organization using the Facilities. By signing this Agreement, the Designated Responsible Individual agrees that he/she shall be present at all times while the Organization is using the Facilities or that one or more of the adults listed below shall be present while the Facilities are in use by the Organization. Adults who shall be present:

_____.

5. **Insurance Obligation:** The Organization, **unless notified by the District**, will be required to maintain liability insurance. The Organization or Designated Individual will maintain comprehensive public liability insurance insuring it and the Board, its members, employees, and agents against all claims, demands, and expenses sustained as a result of any claims related to the use of the Facilities with limits prescribed by GMSD.

6. **Indemnification:** The Organization and the Designated Responsible Individual, jointly and severally, will indemnify and hold the Board and its members, employees, and agents harmless from any and all claims and

liabilities arising out of or related to use of the Facilities by the Organization or the Designated Responsible Individual, including but not limited to claims and liabilities for negligence and strict liability in tort, and from all cost and expenses, including but not limited to attorneys' fees, incurred as a result of such claims or liabilities.

7. **Revocation of Right to Use Facilities:** The District may revoke the right to use the Facilities at any time with or without notice. A refund, minus any costs and/or fees incurred, will be made.

8. **Joint and Several Responsibility:** The Organization and the Designated Responsible Individual will be jointly and severally responsible and liable for: (a.) paying for any damages to the Facilities or other school property resulting from or related to the use of the Facilities by the Organization or the Designated Responsible Individual, (b.) payment of all fees associated with such use of the Facilities; and (c.) returning the Facilities to its normal condition, ready for school use, including cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement.

9. **Prohibition of Alcoholic Beverages, Drugs, and Tobacco:** No person who has any narcotic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind shall be allowed in or on school facilities, unless the use of such drug is authorized by a medical prescription. In addition, no person shall be permitted to use tobacco in any form while within any school facility or on school grounds, including athletic fields and stadiums.

10. **Notice of Dangerous Conditions:** The Designated Responsible Individual agrees: (a.) to notify, in writing, the Chief of Operations of the discovery of any dangerous conditions that exist or develop in or on the Facilities immediately upon such discover; and (b.) immediately to cease any usage of Facilities which could result in damage to person or property.

11. **Release of Liability:** The Designated Individual agrees to examine the School Facilities and accept same in the condition they then exist and on behalf of him/herself and the Organization release the Board, its members and employees from any damage, loss, or injury arising as a result of the use of the Facilities.

12. **Background Check:** The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated §49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The undersigned hereby certifies that it has, and will, at all times comply with the provisions of this statute while utilizing GMSD facilities.

13. **Entire Agreement:** This document constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications with respect to such subject matter.

The undersigned acknowledge that they have read this Agreement, fully understand its provisions and binding effect, and agree to abide by its terms.

Signature: _____, Representative of Organization

Printed Name _____ Date: _____

Signature: _____, Designated Responsible Individual

Printed Name _____ Date: _____

Signature: _____, Superintendent/Designee

Printed Name _____ Date: _____

