

# Jeffco School District Facility Use Contract

Collegiate Academy of Colorado

2018-2019 school year

## User Responsibility and District Indemnity

A. By signing this application, the applicant and representatives agree to be bound by all of the policies, provisions, and regulations of the School Board Policy KF/KF-R, as well as all safety measures.

Please find District Policy KF and District Regulation KF-R at.

<http://www.boarddocs.com/co/jeffco/Board.nsf/goto?open&id=87CU7Q5E4DD1>.

B. The applicant does hereby agree to indemnify and hold harmless Collegiate Academy and Jefferson County School District No. R-1, its officers, employees and agents, from and against all liability, claims and demands on account of injury, loss or damage, or any other loss of any kind whatsoever which arise out of or are in any manner connected with this event. All community groups who bring and leave personally owned items or equipment in school facilities do so at their own risk. Such equipment is not covered by insurance and Collegiate Academy and the District cannot pay for repairs, damage, or loss.

C. The signer of the application warrants that s/he is duly authorized to act as the legal agent of the organization using the building/facility, and as such, will be responsible for compliance with all conditions for use of Collegiate Academy and District property and equipment.

D. The applicant shall be responsible for the conduct and control of all participants and spectators and shall see that all federal, state, municipal and District regulations governing safety are followed. The applicant shall also be responsible for taking immediate steps to stop any activity that threatens damage to the facility or injury to any person attending the activity. There must be adequate supervision for all use.

E. Applicant must show insurance certificates providing evidence of a minimum of \$1,000,000 combined single limit for general liability insurance coverage, unless a prior agreement has been made with Collegiate Academy. **Applicants are required to provide insurance certificates to Collegiate Academy prior to use, naming Collegiate Academy and the Jefferson County School District as an additional insured.** If applicants are individuals wishing to utilize the facilities or site, they must provide evidence of insurance by giving their homeowners' policy number, name of insurance company, and expiration date of policy. They must attest to the fact that their policy covers bodily injury, property damage and medical coverage for those involved.

**Please fill out the insurance information only if you are NOT required to submit certificates.**

**Insurance Company:** \_\_\_\_\_

**Insurance Company Phone Number:** \_\_\_\_\_

**Insurance Policy Number:** \_\_\_\_\_

**Insurance Policy Expiration Date:** \_\_\_\_\_

## General Regulations

A. All users and/or the user representative must have a copy of their approved Permit with them while they are in the building or on the field. You may be asked to present that document.

**B.** Fees for use of facility and/or premises will be charged in accordance with the current building use fee schedule. The fee schedule will be posted by the gym door.

**C.** All buildings must be vacated at the agreed upon ending time in accordance with the Contract established between the parties; otherwise, overtime charges may be assessed. Any additional custodial fees for clean up shall be the responsibility of the applicant. Refer to fee schedule for costs.

**D.** It is the applicant's responsibility to make sure the building and access codes are controlled, not shared with students, or parents, and secured at all times. If it is found that a lockbox has been left open, lights left on all night, or a key taken off school property, a recovery fee will be added to your bill. Refer to fee schedule for costs.

**E.** Persons may not be on school premises other than in the designated area applied for and the direct approaches to the area. Applicant must ensure that an adult will assume direct responsibility and supervision for any facility usage.

**F.** The use and possession of tobacco, alcoholic beverages or illegal drugs by any person or group on Collegiate Academy property is strictly prohibited.

**G.** Field hours are daylight hours. Lighting on the field is strictly for security and is not intended to provide lighting for field use. If applicant wishes to utilize the field afterhours, they do so at their own risk.

**H.** When inclement weather conditions exist the field may be closed. If the field is closed, the rental fees will not be charged. If an applicant decides to use the field when it is closed, any damages to the field during inclement weather will be charged to the applicant.

**I.** Field Snow Policy:

***Weekends***

- Turf field will NOT be plowed on weekends & will be closed if it snows more than 2 inches.
- If snow continues throughout the day and the sun comes out and clears the field: the field may be used as long as it is completely void of snow and ice.

***Weekdays***

- Field will be plowed during the school day as long as it has stopped snowing by 11:00AM. There may be times when there is too much snow to plow in a timely manner. In this event, Collegiate will attempt to plow and will notify all applicants of the field status as available.
- Even when the field is plowed, snow remnants are left on the field. If the outside temperature is not warm enough to melt the remnants, the field may still be closed.

**J.** If you have to end practice early due to snow covering the field, please email us and we will not charge you.

**K.** No supplies or equipment will be stored in school buildings without prior approval of the school principal.

**L.** Fire Compliance - The person receiving the Permit shall obtain from the school's principal permission to decorate or introduce furniture, shall use only materials acceptable to the local fire marshals, and shall remove all decorations before leaving the building.

Please abide by the "Fire Compliance Requirements" required by Jefferson County Public School District. Additional Permits may be required by the local Fire Department or State Electrical Board; it is the responsibility of the applicant to contact the Fire Department or the Facility Manager at Collegiate Academy for a determination. Exits must be kept clear at all times.

Open flames, candles, and fire are not permitted in or around Collegiate Academy or District property. All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times. An applicant may have in attendance no more persons than the seating capacity of the facilities rented. Fire regulations limit the seating capacity of the auditorium; therefore, additional seating space may not be gained by placing extra chairs in the aisles. Seating capacity must be adhered to in all Collegiate Academy space being utilized by the applicant.

**M. Building/Contents Damage -** Defacement of walls by holes or nails is not permitted. Following the use of the facility and/or premises, applicant shall inspect all areas actually used by anyone admitted to the facility and/or premises during applicant's period of use and shall be responsible for returning the facility and/or premises in the same condition as received. Should the applicant find any damage, it must be reported to the building custodian immediately. Damage or destruction to any facility and/or premises is not permitted, and the cost of all repairs will be charged to the applicant. Community groups using Collegiate Academy furniture and/or equipment shall be responsible for any damage which may occur while the furniture or equipment is being used. Collegiate Academy reserves the right to require a performance bond or a damage deposit for protection of the building facility, equipment, and custodial services to guarantee the rental or expenses. The use of material on floors or other parts of the facility and/or premises is prohibited without the approval of the school principal. Hardwood gymnasium floors are restricted to soft-sole footwear such as tennis shoes.

**N.** School buildings and facilities may not be used for private family use (i.e. wedding receptions, birthday parties, family reunions, recreation, etc.).

**O.** Use of school facilities must in no way interfere with school activities, and shall be limited to the activity specified in the approved use Permit.

**P.** Organizations using Collegiate Academy buildings/facilities shall neither negotiate with nor pay any Collegiate Academy employee directly for services rendered.

**Q.** Keys to school buildings shall not be issued to any applicant.

**R.** Collegiate Academy reserves the right to substitute facilities and/or cancel arrangements at its discretion to give preference to programs of Collegiate Academy. If Collegiate Academy bumps any group from their rental time for Collegiate Academy use, no fees will be charged. If possible, renters will be notified at least one week in advance of any schedule changes. It is the applicant's responsibility to verify their times on the Facility Use Google Calendar for any unexpected changes prior to use. This calendar will be shared with you at your request.

**S.** Cancellation of facility/field use requires one week's written/email notice. If you choose not to use scheduled time without the one week's notice, you will still be charged your full fee.

**T.** Field use is limited to sporting events. It must be used only for the approved purpose of use listed on the facility use request form.

**U.** In case of a lockout situation (danger outside the school), you may have your team/group seek shelter in the school or vacate the property. Supervision of your players remains your responsibility if you seek shelter inside the school.

Collegiate Academy of Colorado		
Building and Facility Use Fee Schedule		
Location	Gym	\$35.00 Per Hour
	Café (available weekdays only)	\$25.00 Per Hour
	Classrooms	\$15.00 Per Hour
	School: Non-Profit, CAC students (after school activities)	\$25.00 Annually
	Field	\$40.00 Per Hour
	Parking Lot	\$200.00 Per Day
	Lane	\$20.00 Per Hour
Equipment	Folding Chairs/Tables	\$25.00 Per Event
Custodial	Overtime	\$40.00 Per Hour
	Holiday Overtime	\$80.00 Per Hour

In case of emergency or problems with any Collegiate Academy facility, please contact the person listed on your building use permit.

**Collegiate Academy reserves the right to rescind a Permit, deny future Permits, or impose conditions on future uses by an applicant for violations of Collegiate Academy or School District rules and regulations related to facility use or delinquent accounts.**

**Collegiate Academy requires all paperwork be turned in and approved, as well as 24 hours given for processing of all paperwork, before time will be scheduled in either the gym or on the field.**

By signing this Contract I accept the terms, conditions and fees of rental for the above described Collegiate Academy and Jefferson County Public School facility and understand that additional fees may be added for facility or personnel hours beyond those specified, damage, repair, etc. When the signed Contract is received at Collegiate Academy, a Permit will be issued to the applicant.

Client Signature: \_\_\_\_\_

Date \_\_\_\_\_

Approved by: \_\_\_\_\_  
Collegiate Academy Administrator

\_\_\_\_\_ Date

Permit issued by: \_\_\_\_\_

\_\_\_\_\_ Date

Permit Number: \_\_\_\_\_