

BRANDON VALLEY SCHOOL DISTRICT #49-2  
FACILITY USER AGREEMENT

APPLICATION #: \_\_\_\_\_

USER/ORGANIZATION: \_\_\_\_\_

DATE(S): \_\_\_\_\_

\_\_\_\_\_, hereafter know as the "user", agrees to the following terms and conditions of the use of a facility owned by the Brandon Valley School District, hereafter known as the "school district."

1. The user shall pay all charges for the rental fee and other necessary services as determined by the school district at the time of application. Such charges shall be at the rate established by the school district. The user has been advised of the rental fee and other charges for services prior to the execution of this user agreement. Payment for the single use of a facility is due no later than 30 days following the completion of the event. Payment for regular and recurring events shall be made as directed by the Business Manager. Payments shall be mailed or delivered to:  
  
Brandon Valley School District  
Attn: Business Manager  
301 S. Splitrock Boulevard  
Brandon, SD 57005
2. The user shall furnish to the Operations Manager a Certificate of Insurance showing proof of general liability in the minimum amount of \$1 Million each occurrence, with a \$2 Million aggregate, damage to rented premises of \$100,000, and medical expense of \$5,000. The school district shall be named as an additional insured. See attached sample Certificate of Insurance. Failure to submit proof of insurance shall result in cancellation of the event. In addition, the user agrees to indemnify the school district and hold it harmless from any and all costs, fees, penalties and damages of any kind, including the payment of the user's reasonable attorney's fees incurred by the user arising out of the performance of any copyrighted music during the user's use of school districts under this agreement. Further, the user agrees to save harmless, protect and indemnify the school district from and against any and all loss, damages, claims, suits or actions at law, judgments and costs, including attorney fees, which may arise or grow out of any injury to or death of persons or damages to property caused by, arising from or in any manner connected with the use or occupancy of the facility, whether sustained by the user or the school district, their respective agents or employees, or by any other third person or corporation which seek to hold the user liable. This indemnification shall not apply to claims attributed to the school district's own negligence.
3. The user agrees to protect the premises and to leave the facility in the same condition as at the commencement of the use. The user assumes responsibility for supervision during the event. For events where participants are under age 18, the user agrees to provide supervision at a minimum of one (1) adult per 25 participants.
4. The user shall not injure, mar or in any manner deface the facility or allow any other person to do so. The user shall not drive nails, hooks or screws or other mounting device into any part of the building or make any alterations of any kind to the building. The user agrees to reimburse the school district in returning the facility to its former condition.

5. The user shall not permit the facility to be occupied for any purpose deemed hazardous to health and safety, and shall not commit or permit any act which would invalidate any insurance policy under penalty of forfeiture of this agreement and the payment of all damages resulting from such act.
6. The user shall comply with all laws of the United States, State of South Dakota and the City of Brandon/City of Valley Springs, the policies of the Board of Education and the rules and regulations the school district. Users should refer to the Board of Education facility use policies, which are available in the Office of the Superintendent during normal business hours, and are posted on the school district web site at [www.brandonvalleyschools.com](http://www.brandonvalleyschools.com).
7. The right is reserved by the Board of Education and delegated to the Superintendent or his/her designee to revoke any use agreement, without liability to the school district, should such action be deemed necessary or desirable. The Superintendent or his/her designee is also authorized to cancel any use agreement in the event of an emergency or inclement weather.
8. The user shall not assign its rights under this user agreement.
9. The permission granted by the school district for the use of a facility shall automatically expire at the conclusion of the time frame specified in the application.
10. The Brandon Valley School District maintains a tobacco-free policy that includes all buildings and grounds. Thank you for observing this policy.
11. Users of the Brandon Valley Performing Arts Center shall also complete a Performing Arts Center contract.

**PLEASE SIGN AND RETURN THIS AGREEMENT PROMPTLY. THE FACILITY IS RESERVED ONLY AFTER THE SIGNED USER AGREEMENT IS RECEIVED. WE CANNOT GUARANTEE USE OF THE FACILITY UNTIL THE LEASE AGREEMENT AND PROOF OF INSURANCE ARE RECEIVED.**

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Name of Person directly responsible for on-site supervision on the day of the event:*

\_\_\_\_\_