

The Facility Use Recreational Agreement (“Agreement”) is entered into by and between the St. Croix Central School District (“District”) and _____ (“User”).

Important: This document is not intended to be used to schedule facilities for District-sponsored events or activities (i.e., events that are held under direction, supervision, and control of the District).

Application

Name of group/organization/individual: _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email address _____

Contact Person: _____

Phone _____ Email address _____

Requested Facilities, Date(s), and Time(s)

Please see the Building Use Calendar online for a complete list of available facilities.

Facility	Date(s)	Time(s) Begin and End

Type of Use

Provide a description of each activity to be conducted under this Agreement (be specific when describing any recreational activity): _____

Participant eligibility requirements for each activity (explain fully and differentiate by activity/date if necessary; examples of eligibility requirements include age range, residency, prior experience, registration forms/fees, etc.): _____

Participation, Attendance, and Supervision

How many people are expected to participate in or otherwise attend each event/activity that is to be covered by the Agreement?

Activity	Date(s)	Expected # of Participants	Expected # of Spectators/Audience

Describe how the User will provide for the supervision and monitoring of participants and other individuals who will be present on school grounds at each of the User’s events/activities:

Important notice to user: The District has no responsibility for providing or for monitoring the supervision of any participants, spectators, volunteers, or other person who may be present on school grounds in connection with any event or activity that is covered by this Agreement. The User is solely responsible for identifying a reasonable and appropriate number of adult supervisors for each event/activity and for monitoring the actual presence of adequate adult supervision at each event/activity. However, the district retains discretion to reject the User's application due to a determination that the User's proposed plan for supervision is inadequate. Any failure by the User to provide or monitor the adult supervision at any event/activity is grounds for termination of this Agreement and for the rejection of future applications.

Request for Use of District Equipment

If the User requests permission to use any additional District equipment in connection with any event or activity or other property on-site in connection with this Agreement, and if the request is approved at the discretion of the District, the approval is under the following conditions: (1) the equipment is not guaranteed to be available or in working order on the date/time/location of the event/activity; (2) in the event the equipment is not available or not functioning when it is needed by the User, the only remedy that shall be available to the User is a refund of any paid fees that were specific to the use of the equipment; (3) the equipment may not be removed from school grounds, and (4) the User shall be responsible for fully reimbursing the District for the District's actual cost of repair or replacement for any equipment that is lost, damaged, stolen, or otherwise harmed in connection with the User's event/activity unless the District determines that one of its employees or agents was directly responsible for the loss/damage.

The User is requesting to use the following additional District equipment in connection with an event/activity (include type of equipment, use, dates, times):

Request for Waiver of Fees

For any group within the district that is considered civic, cultural or educational and where no admission is charged for the purpose of profit, there shall be no fee, providing that the building use is scheduled for the hours during which it is normally operated and staffed, a custodial fee may be charged.

Rental Fees

Buildings and facilities are available for activities at a rental fee that includes cost plus a specific amount for each type of facility used in accordance with the online building request form.

- Elementary, MS, HS Gymnasium \$15/hour
- Elementary, MS, HS Cafeteria \$10/hour
- MS Multi-Purpose Room \$10/hour
- Classrooms \$5/hour
- Custodial Supervision, if required (weekends): rate changes annually, please contact the Facility Use Coordinator for current rate
- 1 ½ times the regular rate will be charged for work performed over the regular work week of the custodial and/or kitchen staff.
- At the discretion of the Superintendent, there may be a flat fee amount for use of facilities that do not fall within the parameters described above.

Contact the Facility Use Coordinator for current rates or more information at 715-796-5383 (high school). All arrangements for use of school facilities must be approved at the school business office, 1295 Vine Street.

Total Charges

Total charges associated with application: \$ _____

Insurance

User Liability and Insurance. User may be liable for any injuries that arise out of or relate to User's use of the Property of the public's access to the Property pursuant to this Agreement. Whether User is required to procure and maintain commercial liability insurance as a prerequisite to using the Property, or permitting public access to the Property, depends on whether the box below is marked "YES" or "NO."

- YES: At its own expense, User must procure and maintain commercial liability insurance insuring against any and all claims arising out or related to User's use of the Property of the public's access to the Property pursuant to this Agreement. The policy of insurance must be in an amount not less than two million dollars (\$2,000,000). A certificate of liability insurance must be provided to the office of the District's Superintendent before User utilizes the Property. This provision does not constitute a waiver of any limitations on liability that exist under Wisconsin law.
- NO: User is not required to procure and maintain commercial liability insurance insuring against any claims arising out or related to User's use of the Property or the public's access to the property.

Additional Terms and Conditions of This Agreement

User Responsibility for Safety and Security

In addition to planning for, providing, and monitoring the supervision of participants and/or attendees, the User under this Agreement, and not the District, is responsible for providing for the security and proper care of all District property that is used in connection with this Agreement and for the general safety of all persons attending (as a participant or in any other capacity) each of their event(s)/activities. Depending on the size and nature of the event/activity, the User should consider whether it is necessary or prudent to engage any of the following:

1. On-site emergency response personnel
2. Trained crowd managers
3. Contracted law enforcement officers
4. Other contracted security personnel

Local, state and federal laws/ordinances, fire codes, and safety regulations must be observed. Facility users are responsible for becoming informed of applicable ordinances, codes or regulations. The User agrees to be responsible for any citations and fines that arise as a result of their non-compliance with ordinances, codes or safety regulations and for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations.

On the day of each event/activity, the User shall inspect that facility and any equipment to be used during an event or activity held under this Agreement, and determine whether the facility and equipment are safe, suitable, and adequate for the proposed event/activity.

Additional General Terms and Conditions of Use

a. The User agrees to abide by, and to enforce respecting all participants and attendees at any event or activity held under this Agreement, all policies, rules and regulations of the School District involving use of facilities, including but not limited to *[School Facility Usage, Use of School Facilities, Nondiscrimination policy, Food Service policy, and the District's Vision, Mission, Beliefs, and Guiding Principles]*.

b. The User is responsible for ensuring that no alcohol, tobacco, illegal drugs, or weapons are possessed or used on school grounds or in any school facility in a manner that violates applicable law or any District policies or rules.

c. The User agrees to reimburse the District for all costs and for all expenses incurred as the result of damage to school property over and above normal wear, regardless of whether the damage was accidental or attributable solely to the conduct of a participant, attendee, or other invitee of the User.

- d. The User agrees to reimburse the District for all costs associated with any fire/police/EMS response to any call, alarm, or false alarm resulting from the individual or group's use of District facilities, unless the District or its employees or agents directly caused the need for the call or alarm.
- e. The User agrees to use only the District-approved facilities that are identified in this Agreement. Any deviation of use will be considered a breach of contract and may result in denial of future use of District facilities.
- f. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
- g. No District facility use Agreement is transferable to another party.
- h. User shall ensure that the representative specified in this Agreement is present at each scheduled event/activity.
- i. The User agrees to notify the building principal or District administrative office in writing as to any repairs or maintenance needed to the premises, even if the User did not cause the need for repair or maintenance.
- j. The District is not responsible for any loss of or any damage to personal property that may be sustained by the User or by any of the groups, organizations or individuals who may be present at school facilities in connection with this Agreement.
- k. User shall ensure that the District Administrator or the building Principal grants prior approval before any signs, banners, pennants or similar items are erected, and that they do not deface school property. All such signage, decorations, etc. must be temporary in nature.
- l. User shall ensure that participant and attendee vehicles will be properly parked.
- m. When a school gymnasium is to be used for physical activities, only persons with approved rubber soled shoes are allowed on the gym floor. Failure to comply with this stipulation could obligate the user to pay all costs incurred for returning the floor condition to its proper state.
- n. User may move fixtures or furnishings only with the advance approval of the Building Principal or a Maintenance Supervisor.
- o. User shall ensure that food and beverages are possessed and consumed only in designated areas. User may sell or serve food or beverages only if written permission to do so is included in this Agreement.
- p. User shall ensure all activities conducted under this Agreement are orderly and lawful.
- q. The User agrees to abide by all additional directives or conditions for use established by the District or any of its employees or agents, subject to an appeal to the District Administrator if the User believes that any such directive or condition is unreasonable, unlawful, or in violation of any District policy.
- r. User shall ensure that animals are not permitted on school grounds or inside any District building, with the exception of service animals for any individual with a disability and any animals specified in this Agreement.
- s. User shall leave the building neat and orderly. All litter including paper, glass, and cans shall be deposited in receptacles provided for that purpose.
- t. No fires are permitted except as authorized by the District Administrator, and then only with a permit that has been issued by the Fire Department.

Other Important Terms, Conditions and Notices

Fees. All fees will be billed after the User event date. See above for additional information regarding fees. The school business office will send an invoice to the User. Failure to timely pay fees, or to fully reimburse the District for costs/damages will result in automatic denial of future facility use requests until the delinquent payments are fully paid.

Termination or Cancellation by the District. The District reserves the right, unilaterally and at its sole discretion, to prospectively terminate this Agreement, with respect to one or more remaining activities, at any time and for any reason. The District will give the User at least 10 days advance notice of such termination, except where (a) such termination (or other revocation of permission to use District facilities) is due to the User's conduct or the conduct of the User's invitees, or (b) such advance notice would be impractical due to unforeseen circumstances (e.g., the District employee who was scheduled to open and monitor the facility is unexpectedly unable work and no replacement can be found) or due to newly-identified safety concerns.

The District further reserves the right, unilaterally and at its sole discretion, to cancel or require the User to reschedule any event or activity that the User plans to hold in connection with this Agreement. Such cancellation or requirement to reschedule may occur at any time and for any reason. The District will give the User at least 10 days advance notice of cancellation/rescheduling, except (a) where such cancellation or rescheduling (or other revocation of permission to use District facilities) is due to the User's conduct or the conduct of the User's invitees, or (b) where such advance notice would be impractical due to unforeseen circumstances (e.g., the District employee who was scheduled to open and monitor the facility is unexpectedly unable work and no replacement can be found) or due to newly-identified safety concerns.

If the District (1) unilaterally terminates this Agreement, as provided above, or (2) cancels any event or activity that the User intended to hold, as provided above; or if the User is unable to hold any activity as planned for any reason outside of the control of both the User and the District, then the User's sole and exclusive remedy under this Agreement shall be a return of any deposit or fees that have already been paid. **In such situations, the user waives any and all claims to any other damages (whether direct, indirect, consequential, compensatory, or punitive), reimbursement, or compensation.** Further, any prospective termination or cancellation does not affect in any way the enforceability of this Agreement as to any User activities that have already occurred.

Termination or Cancellation by the User. The User may cancel and terminate this Agreement at any time by providing written notice to the District, but all deposits and fees paid to date will be retained by the District unless the District receives notice of cancellation and termination that is BOTH (1) within 10 days of the date the User executes this Agreement; AND (2) at least 10 days prior to the date of the event/activity for which fee reimbursement is sought.

The District is not waiving any immunities or any limitations on liability. The District, its school board, and all officers, employees and agents of the District fully retain all legally enforceable (1) immunities from liability; (2) limitations on liability and monetary judgments; and (3) rights to seek or claim indemnification or subrogation.

The District does not provide insurance coverage to Users, participants, or attendees. Users are notified by this paragraph that the District does not, in connection with authorizing access to and the use of District property under this Agreement, provide any User or any participant with any type of personal insurance coverage, personal accident coverage, or other personal coverage for any other type of expense, damage, or loss, including but not limited to medical expenses. Neither the User nor any participant, attendee, or invitee of the User under this Agreement is (in any of those respective capacities) an "insured" under any District insurance policies.

User accepts all responsibility for providing appropriate notices to participants and for obtaining written acknowledgements/permissions from participants. By this Agreement, the User accepts sole and exclusive responsibility for (1) providing participants with any legally-required notice(s); and (2) obtaining from participants (or their parents or guardians) any legally-required permissions as may be associated with holding an event or activity under this Agreement. This responsibility of the User includes, but is not limited to, (1) the provision of any mandatory notices that must be provided regarding risks of participation and/or participants' assumption of risks; and (2) the provision and return, where applicable, of an information sheet related to head injuries and concussions. The User further agrees to accept, assume, and be legally responsible for any and all liability related to providing such notices and obtaining such permissions, including but not limited to defending against all claims and paying for all damages, fees, and costs related thereto.

User's Legal Duties and Legal Liabilities. Nothing in this Agreement limits, reduces or eliminates any legal duty or legal liability that the User may have or become subject to (1) in relation to accessing District property and the holding of any event or activity pursuant to this Agreement; (2) as the organizer, sponsor or

operator of any such event or activity; or (3) as a participant in any such event or activity. In contrast, the User assumes such additional liabilities and duties as specified in this Agreement. In connection with any event or activity where there is at least one participant who is not also the User identified under this Agreement, the allocation of liability between the User and any such non-User participant shall be defined by applicable law and by any enforceable agreements, waivers, releases, etc. as those parties may separately execute between or among themselves.

User waives claims against the district; limitations on damages.

Except for the recovery of paid deposits or paid fees as expressly provided for elsewhere in this Agreement, and where the cause of action would be based under contract law or an allegation of negligence, the User waives the following claims against the District and agrees that the District shall have no liability to the User respecting any damages, costs, or losses arising from or relating to **any of the following**:

1. The condition of the premises or equipment to be used under this Agreement.
2. The suitability of the premises or equipment to be used under this Agreement.
3. The availability of the premises or equipment to be used under this Agreement.
4. The cancellation or termination by the District of any event or activity of the User.
5. The cancellation or termination of this Agreement by the District.
6. Any alleged breach of this Agreement by the District, except for the recovery of deposits or fees as expressly provided for elsewhere in this Agreement.

Severability and non-enforceability under state law. If any provision of this Agreement is ruled to be unenforceable but severable, or if this Agreement or any portion thereof is not specifically enforceable as a “recreational agreement” under Section 895.523, then the Agreement, or the remainder thereof, shall remain fully enforceable as a written and binding agreement between the parties.

Additional provisions applicable to all user events/activities which are “recreational activities,” as defined under Section 895.523 of the Wisconsin Statutes. As to any event or activity (or portion of an event or activity) held pursuant to this Agreement which meets the definition of a “recreational activity” under Section 895.523 of the Wisconsin Statutes, the District and the User agree that this Agreement also serves as a “recreational agreement” within the meaning of Section 895.523, and the following additional terms, conditions, and notices apply.

Immunity from Liability and Negation of Legal Duties for the District, its School Board, and all Officers, Employees and Agents of the District. As to any person who enters school grounds to engage or participate in a recreational activity organized or held pursuant to this Agreement, the District, its school board, and all officers, employees and agents of the District are immune from liability and have (a) no duty to keep the school grounds safe for the recreational activity; (b) no duty to inspect the school grounds; and (c) no duty to give warning of an unsafe condition, use, or activity on the school grounds. The sole exceptions to this section 895.523 immunity are the following:

- a. A death or injury caused by a malicious act or by a malicious failure to warn against an unsafe condition of which an officer, employee, or agent of the school board knew, which occurs on the school grounds designated for use in this Agreement and being used by a person for a recreational activity held pursuant to this Agreement;
- b. The death of or injury to a spectator that occurs on the school grounds designated for use in this Agreement during the recreational activity; or
- c. The death of or injury to a person participating in a recreational activity involving any of the following: (1) a weight room; (2) a swimming pool; or (3) gymnastics equipment.

Description of Participants’ Assumption of Risk. Participation in recreational activities involves certain inherent risks to the participant. Generally, recreational activities involve risks that a participant may suffer

potentially serious and potentially permanent physical injuries, impairments, disfigurement, trauma and/or cognitive impairments. Death is also a risk of participation in recreational activities. A participant may also suffer damage to property or other loss of property in connection with participation in a recreational activity. The specific degree and types of risks associated with such participation varies by, for example: the specific nature of the activity; the nature of the location where the activity takes place; the nature of the equipment that is used; the degree and type of supervision and instruction that is provided; and each participant's individual skills, abilities, behavior, and physical condition. The fact that a recreational activity may not generally involve substantial physical contact between or among participants is not necessarily an indication that there is a low degree of risk of injury or death associated with the activity.

A participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement assumes all risk of personal injury, property damage, and/or death that is inherent in the particular recreational activity and of which the ordinary prudent person is or should be aware. Further, participants in recreational activities are subject to the provisions of Section 895.525 of the Wisconsin Statutes, unless an applicable exception or exclusion found within the statute applies. Section 895.525 also requires participants in recreational activities, as therein defined, to conform their conduct to certain minimum standards.

In addition, because of the various immunities from liability, limitations on liability, and waivers of liability that are provided for under the law or that may otherwise be legally enforceable, a participant who enters school grounds in connection with any recreational activity that is organized or held pursuant to this Agreement necessarily assumes substantial additional risk that he/she may suffer personal injury, damage to property, and/or death that is in no way compensable by the District or by any other person, and for which the participant will be unable to obtain any recovery or reimbursement of any related costs or damages. For example, a participant may suffer personal injury, damage to property, or death related to the failure of the District or its officials, employees or agents to keep school grounds safe; and, due to immunity from liability related to such a claim, the participant may have no means for seeking compensation, damages, or other recovery from the District, any insurer, or any other person or entity.

For the user:

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement on behalf of the User and to obligate the User to the Agreement's terms and conditions.

Name (please print) _____

Signature _____

Date _____

For the district:

Name of Principal or Authorized Party (please print) _____

Signature _____

Date _____

Position Title _____