



DAYVILLE SCHOOL DISTRICT 16J

The Dayville School Board has approved the use of the school weight room facility for our local community.

The weight room will be open:

Monday – Thursday

4:00 AM – 7:00 AM

and again from 6:00 PM – 11:00 PM

Friday

CLOSED.

Fridays are strictly reserved for deep cleaning.

Saturday – Sunday

4:00 AM – 11:00 PM

NO extended hours will be allowed.

RULES & AGREEMENTS FOR PUBLIC USE

- Prior to Any Weight Room Use or Access: The organization or individuals using our weight room facility **MUST** first fill out and sign a School Facility Use Agreement. One can be picked up from our school office, (855) 617-2412. **NOTE:** No minors are allowed access without a parent/adult supervising them at all times.
- A Valid Form of Identification is Required: Our office will photocopy your ID for our records.
- Fees: Key cards cost \$10.00. Replacement cards will cost \$10.00. The access fee is \$20.00.
- Use of Key Card: The use of the weight room is a privilege and not a right. It is strictly forbidden to share key cards. Doing so, will terminate the privilege and use agreement for a year or longer.
- Twenty-four-hour Surveillance on our Facility: **Ethical Notice.** There is a live camera inside the room and outside the door as well. These devices record 24 hours. If need be, we will observe video to determine and clarify incidents or access inconsistencies.
- Required Cleaning: Organization or individuals using our weight room are **required to clean** the space/equipment they use before leaving the weight room. We have disinfectant spray and towels in the weight room. We appreciate your understanding and cooperation.
- Safety/Health Insurance: The organization or individuals using our weight room must have their own health insurance coverage for any injuries or health issues arising from using the district owned weight room.
- Spotter/Partner Recommendation: The district highly recommends and stresses that using the weight room alone is discouraged. The district urges everyone to bring a spotter/partner every time when using the weight room facility and its equipment.

By signing this letter, the organization or individuals attest that they have read and understood this notice.

Signature

Date



DAYVILLE SCHOOL DISTRICT 16J

SCHOOL FACILITY USE AGREEMENT

Organization or Individual using facilities: _____

Address: _____

Phone: _____ Email: _____

Facility: Weight Room ____ (anyone under 18 must be supervised by an adult/parent at all times)

General Description of activity: _____

Key Cards: The security of our school depends on the responsible public use of our Key Cards. Key Cards checked out are the responsibility of the person signing this form. Key Cards are not to be used or in possession of anyone other than the person checking them out and signing this document. Key Cards will be returned immediately once the organization or individuals decides that they will no longer use the weight room. DO NOT attempt to duplicate or share Key Cards. Lost Key Cards may result in the revocation privileges and reimbursement for re-keying the weight room if necessary. The superintendent has the authority and may call the institution or individuals and request a meeting to discuss any potential concerns with the access, the use or agreement fulfillment for our weight room.

Fees for Facility Use:

- \$10.00 for Key Cards
- \$20.00 for Yearly Access Fee (renewal due by August 15th of each year)
- \$10.00 for Replacement of Key Card

Dayville School District is a strict no tolerance zone for alcohol, tobacco, drugs, and weapons.

The user attests the information on this form is correct accurate and agrees to the terms and conditions on the reverse/attached.

User Signature Date

School Administrator Signature Date:

OFFICE USE

Fees _____ Access Year _____ Key Card # _____ Date Issued _____

Key Access _____

Identification _____



DAYVILLE SCHOOL DISTRICT 16J

TERMS AND CONDITIONS OF USE

Property Damage: use agrees to reimburse the District for damage to the District's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

Repairs, Maintenance, and Cleanup: At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District's Property, the User shall leave the property in the same or better condition as received.

Indemnification: In consideration for use of the Dayville School District's property, User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and Hold Harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.

Insurance: The User agrees to carry his/her own and maintain general health insurance coverage.

Alteration, Addition, or Improvement: User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

Right of Entrance: The District retains the right to enter District property at all times during the term of this Agreement, including the property being used by User under this Agreement.

Accessibility: The District warrants that the District's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barrier wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting for User's failure to comply.

Anti-Discrimination Policy: User warrants that it does not discriminate on the bases of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

Bloodborne Pathogens: User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

District's Name/Logo: All uses of the District's name or logo must be approved in writing by the District's Superintendent prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.

District's Policies: User agrees that the school property will be used in accordance with the District's rules and School Board policies. **Note, smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.**

Modification: No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.

Severability Clause: This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Waiver: Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

By signing this document, the organization or individuals attest that they have read and understood this document fully.

Signature

Date