

**PRAIRIE DU CHIEN AREA SCHOOL DISTRICT**

Use of Facilities, cont.

**PRAIRIE DU CHIEN AREA SCHOOL DISTRICT**

800 E. Crawford St.  
Prairie du Chien, WI 53821

**FACILITY USE CONTRACT**

This Contract is entered into by and between the Prairie du Chien Area School District (hereinafter the "District") and \_\_\_\_\_ (hereinafter "User") for the temporary use of District facilities.

1. Subject to the terms herein, the District agrees to provide User access to the District facilities specified in the Application for Use of Facilities completed by the User (hereinafter the "Application") for the purpose(s), and at the time(s), specified in the Application. Such use of school facilities is limited to the areas, times and purposes specified in the Application.
2. User agrees to abide by and ensure compliance with all District policies and regulations governing the use of school facilities. By signing this Contract, User acknowledges familiarity with the District's current Use of School Facilities policy and guidelines, the District's current Facility Use Regulations and any additional regulations established by the Superintendent or building principal.
3. User agrees to abide by and ensure compliance with all limitations and conditions specified on the Application.
4. User agrees to be responsible for the supervision, management and control of the activity or event which is the subject of this Contract and of all activity/event participants and spectators.
5. User agrees that failure to abide by or ensure compliance with the District's Use of School Facilities policy and guidelines, the District's Facility Use Regulations, the limitations and conditions specified on the Application or any regulations established by the Superintendent or building principal shall constitute grounds, among other grounds, for immediate cancellation of this Contract.
6. Non-School Group User agrees to pay the District a nonrefundable Custodial fee of \$25 for weekday rental or \$50 for Friday, Saturday & Sunday rental at the time of the execution of this Contract. (Please make all checks payable to: "Prairie du Chien Area School District") (N/A \_\_\_\_\_)
7. Non-School Group User agrees to pay the District Room Rental or additional charges for custodial and/or other services calculated pursuant to the District's schedule of rental rates and charges within twenty business days from billing. (N/A \_\_\_\_\_)
8. User agrees to hold harmless, defend and indemnify the District, its officers, employees and agents from and against all claims, liability, loss, demands, causes of action, damages, costs and attorney fees, of any kind or nature, arising from or incident to the use of school facilities which is the subject of this Contract, whether resulting from the acts or omissions of User, its members, employees or agents, or any participant or person present at the activity or event which is the subject of this Contract.

User agrees to supply District with a Certificate of Insurance as required by District's Insurance Carrier.

Use of Facilities, cont.

- 9. User agrees to be responsible for the careful use of District facilities and equipment and hereby agrees to be liable for any and all damage to District facilities and equipment arising from or incident to the use of facilities which is the subject of this Contract.
- 10. In the event that any provision of this Contract is deemed to be invalid, such invalidity shall not affect the enforceability of any other contract term. If any provision is deemed invalid due to scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 11. This Contract is not assignable without the express, written consent of the parties to the Contract.
- 12. If the User is an organization, the person signing this Contract hereby represents that he/she has authority to bind the organization to the terms of this Contract.
- 13. User agrees that, in order for this Contract to become a legally enforceable agreement, it must be returned no later than two calendar weeks prior to the use of facilities which is the subject of this Contract to:

Superintendent  
 Prairie du Chien Area School District  
 400 S. Wacouta Avenue  
 Prairie du Chien, WI 53821

Time is of the essence with respect to the deadline specified in the above paragraph, unless this deadline is expressly waived by the Superintendent.

- 14. If User does not use facilities as described in the application and District personnel report to work as a consequence of this Contract, User agrees to pay actual salary expenses incurred by the District, within five business days from billing.

PRAIRIE DU CHIEN AREA SCHOOL DISTRICT BOARD OF EDUCATION:

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Superintendent

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Business Manager

Organization:

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

Individual:

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

Adopted: 3/11/1996  
 Revised: 2/10/1997; 3/11/2002; 8/9/2004