

Facility Use Request and Agreement



91274 North Coburg Road, Coburg, OR 97408 Phone: 541-344-4113 Fax: 541-344-4120
www.coburgcharter.org office@coburgcharter.org

Name of User/Business/Group (User): _____

Phone Number: _____ Email: _____

Address: _____

Facility being requested: _____

Description of Activity: _____

Indemnification: In consideration for use of the Coburg Community Charter School property, **User agrees to waive and discharge any and all claims against the School and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the School 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 School, 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 School's facility, up to and including injuries stemming from the negligent actions of the School 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, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and to name the School as a named insured under the general liability insurance policy. User agrees to have adequate general liability coverage to cover any tort claim that could arise from use of School property including coverage for sexual molestation and abuse, and injuries to the head, brain, neck and spine.

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

Alteration, addition, or improvement: User shall not make alterations, additions, or improvements to School property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the School 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.

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

School property. Upon User's completion of use of the School's property, the User shall leave the property in the same or better condition as received.

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

Accessibility: The School warrants that the School's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The School has made every effort to make its premises accessible by removal of barriers 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 School 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 basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The School reserves the right to deny use of School facilities to groups that do not comply with the School's anti-discrimination policy.

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

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

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

Termination: The School may terminate this Facility Use Agreement immediately and without notice if it is found that User has failed to follow any school policies or regulations, or if the User fails to follow any local, state or federal orders, guidance, ordinances, executive orders, directives, rules or laws.

User certifies to have read this document and fully understand its contents.

Signature of User or User's Authorized Representative: _____ Date: _____

Name Printed: _____

-----School Use Only-----

Executive Director: _____ approve/disapprove

If approved - Secretary please confirm with applicant and enter onto CCCS Community Calendar.