NATRONA COUNTY SCHOOLS

FACILITY USE MEMORANDUM OF UNDERSTANDING

The organization or individual is hereby known as the "Lessee" and the Natrona County School District "District" agrees to the following terms for use of the District buildings, grounds, and equipment.

1. INSURANCE: The Lessee agrees to provide proof of insurance for $1 million of liability coverage (each occurrence), and $1 million of property coverage (each occurrence), and a $2 million aggregate. The proof of insurance must be submitted with the online application. The District shall be listed as an additional insured. Your application will not be processed without proof of insurance with Natrona County School District, 970 N Glenn Road, Casper, WY 82601, named as an additional insured. (n/a Tennis/Pickleball-Singles and Doubles Daily Court Reservations)

2. INDEMNIFICATION: The Lessee hereby releases, relinquishes, discharges, and agrees to indemnify, protect, and save harmless the District, its agents, and employees, of and from all claims, demands, and causes of action of every kind and character, including the cost of the legal defense of, for any injury to including the death of persons (whether they be third persons or employees of Lessee) and any loss of or damage to property (whether the same be that of either of the parties thereto or of third persons), caused by or growing out of, or happening in connection with the use of said facility/facilities, excepting those injuries caused by the negligence of the District or its employees. This provision does not apply to governmental users exempt from indemnification requirements under Wyoming Public Law (continued) NCSD/100-012.

3. APPLICATION: The online Facility Use Application and proof of liability insurance shall be filed with the District Athletic/Activities Department at least 15 business days before requested use (n/a Tennis/Pickleball-Singles and Doubles Daily Court Reservations). Termination of this agreement may be made by the District, with or without notice, if the facilities are needed for school purposes, or if the use will be detrimental to the facility, or not in keeping with the philosophy governing the use of the District properties by outside groups. If this agreement is terminated by Lessee, incurred expenses by the District will be paid by Lessee as determined by the District. The Lessee is responsible for all rental fees, as well as

damage to the facilities or equipment used. Each Memorandum of Understanding (MOU) and facility usage contract must be renewed and approved.

4. PAYMENT: Payment is due prior to the first day of use of NCSD facilities. If the payment is not received, the reservation will be canceled. All payments should be submitted to the District Activities Office at 970 N. Glenn Road, Casper, WY 82601~~.~~ via check or online payment.

5. RESPONSIBILITY OF LESSEE FOR THEIR OWN EQUIPMENT IN BUILDING: The District assumes no responsibility for any property placed in said premises, and Lessee hereby expressly releases and discharges the District from the same. The lessee bringing in equipment will state its intended use and request approval from the building Administrator and/or the District Director of Athletics & Activities before installation and use.

6. DAMAGE TO THE DISTRICT FACILITY OR EQUIPMENT: Lessee assumes all responsibility for liability, property damage, or personal injury of any kind or nature resulting in loss or damage to persons or property as a result of the use should the facility or District equipment be damaged by its users or spectators. The Lessee agrees to pay the District to restore the facility and equipment to an acceptable level, as determined by the District Athletic/Activities Department. This may include outside contractor fees.

7. MODIFICATIONS TO FACILITY: Any modifications must be temporary in nature, removed at the conclusion of the activity, and will be solely at the expense of Lessee. All requests will be reviewed for approval by the Building Administrator and Director of Maintenance. This includes bringing in folding chairs, lawn chairs, tables, and placing the tape on all floors and walls.

8. FEE SCHEDULES: Fees are set according to the Facility Fee Schedule. The lessee is not allowed to directly compensate or offer gifts to District employees. A District employee who is a member of the Lessee organization cannot be considered as the District employee on-site, and any associated fees are applicable.

9. AVAILABILITY: Facility use is available from 7:00 A.M. to 10:00 P.M. except for District holidays (blackout dates), District outdoor tracks, playgrounds, tennis, and pickleball courts. This includes any set-up or tear-down. Non-district organizations

requesting to use District facilities outside these hours require joint preapproval from the District Athletics/Activities Department and the Building Administrator(s). **Custodial hours may change during holidays and breaks (including summer). Changes in custodial hours may impact use during holidays and breaks.** Facilities are not available for permanent or extended rental except when approved by the District Athletics/Activities Department. Individuals, businesses, or groups requesting use of District facilities on a regular basis for offering services and/or productions that are in direct competition with similar local businesses may use District facilities on a short-term basis, up to four times per year (one time per quarter). Exceptions may be made with pre-approval from the district Athletics/ Activities Department and the Building Administrator.

10. SUPERVISION: Lessee shall provide supervision to ensure that all persons are confined to rooms and corridors assigned by this agreement. Adult supervision (18 and over) is required for all activities. Activities involving students will have a minimum of one adult supervisor for twelve students. The District may require Lessee to provide security personnel or police officers when deemed necessary.

11. AUDITORIUM USE: Utilizing an auditorium will require a technician at all times, and the Lessee will be responsible for associated fees. **Food and beverages are not allowed in the auditorium** (the exception is water in a closed-lid container, as long as it is not near any electronics).

12. CONCESSIONS FOR SALE: The District reserves all concession rights. Assignment of rights will be made with the approval of the Building Administrator. Assignment requests shall be made at the time of application. Food and drink may be allowed only in designated areas. Organizations must provide proof of necessary licensing as required by the Natrona County Health Department.

13. USE OF THE DISTRICT KITCHENS: Use of kitchens and equipment is not allowed unless approved by the Director of Food Services. The lessee will be responsible for all associated fees.

14. NON-DISCRIMINATORY PRACTICES: Lessee shall comply with District Board Policy 4170/5420 - Nondiscrimination based on race, color, ancestry, ethnicity, national origin, disability, religion, or sexual orientation.

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15. GENERAL INFORMATION:

- Facilities are rented "as is."
- Decisions affecting any matter not herein expressly stated shall rest with the discretion of the District Athletics/Activities Department.
- A District custodian or pre-approved employee must be on-site during all facility use.

16. SUBLETTING: The Lessee shall not assign or sublet the facility or any part of the facility to any other user. The Lessee shall be responsible for using the facility as described on the facility usage form.

17. PRINTED MATERIAL: Lessee shall comply with District Board Policy 1300 - Community Interest, Political, Religious, and Commercial Activities. No endorsement by the District is implied or inferred by the Agreement.

18. DISTRICT BOARD POLICY: Board Policy/Administrative Regulations 1370 and related fee schedules shall govern this facility usage agreement.

19. DRUGS, PORNOGRAPHIC MATERIAL, AND SMOKE-FREE FACILITY: No pornographic material, alcohol, tobacco, e-cigarettes, or other controlled substances or persons under the influence of controlled substances are allowed on District property.

20. PRIVILEGES REVOKED: The Building Administrator or designee will notify, in writing, the District Athletics/Activities Department that the privileges of any outside group have been revoked for the remainder of the contract, agreement, MOU, or for a period of time determined by the Natrona County School District Athletics and Activities Department. The revocation of facility use privileges includes all Natrona County School District facilities and properties.

21. PRIOR TO THE USE OF THE FACILITY: Lessee will agree to the terms and conditions set forth, pay all fees, provide proof of liability insurance naming Natrona County School District as an additional insured, and acquaint him/herself with the building layout, location of emergency exits, number, and location of all fire extinguishers and alarms. In the event of a fire, power outage, earthquake, flood, severe weather, or other situations that require the building to be evacuated, all

materials and equipment are to be left in place until such time as the building is determined safe for reentry.

22. CANCELLATIONS/CHANGES: The Lessee is responsible for contacting the District Athletics/Activities Department to cancel the building use at least 15 business days before the event. If cancellation occurs less than 15 days from reservation, the Lesse's will be refunded 50% of the prepaid facility use fees. If Lessees do not fulfill their facility reservations, the District Athletics/Activities office may cancel future reservations and place a hold on the reserver's account.

23. SCHEDULING: Applications for facility use will be accepted beginning on the first Monday of August of the upcoming school year. Exceptions can be made with joint preapproval from the District Athletics/Activities Department and the Building Administrator, NCSD Superintendent, or designee (tennis reservations begin on the first business day of January). Upon approval, District facilities may be reserved for up to 6 months at a time.

24. THE RESPECTIVE DUTIES AND OBLIGATIONS of the parties hereunder shall be suspended while and so long as performance thereof is prevented or impeded by strikes, disturbances, riots, fire, earthquake, volcanic activity, severe weather (flood, ice, wind, rain, drought, etc.), pandemics, governmental action, war or terrorism, acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.