

**USE OF SCHOOL FACILITIES - RENTALS AND LEASES  
AGREEMENT FOR USE**

**1330R/3270R  
Addendum 3**

<b>LOS ALAMOS PUBLIC SCHOOLS</b> <b>Agreement for Use of Los Alamos Public School Facilities for Non-School Functions</b> <b>P.O. Box 90, 2075 Trinity Drive, Los Alamos, NM 87544</b>					
Requesting Organization:					
Contact Name:				Email:	
Day Phone #:		Evening #:		Cell #:	
Schedule ID:		Event Title:		Location:	
Date(s) of Use: Begin Date		End Date		Day of Week:	
Beginning Time(s):			Ending Time(s):		
Total Fees:	Deposit	Furniture	Equipment	Technology	Other

Declaration of Renter: alleged to be caused by the undersigned’s vendors, participants, or their guests’ use or occupancy of district facilities, furniture, or equipment.

1. I, the undersigned, hereby certify that the renter organization will be responsible for any damages sustained to the school building, furniture, equipment or grounds occurring through the occupancy or use of said building and/or grounds by the renter organization (normal wear and tear expected.) I and the renter organization agree to adhere to following Safety Rules and the State Liability and Risk Related Rules. I also give assurance that activity participants and/or guests/spectators will only access the rented area(s) as designated in this agreement. If a trained monitor is in place, that individual will verify that all the areas accessed will be checked and secured upon departure.
2. I also hereby certify that I have read the Use of School Facilities – Rentals and Leases (Reg. 1330R/3270R) and that I and the renter organization which I represent will abide by them and will conform to all applicable provisions, rules and regulations of the Los Alamos School Board and its authorized agents.
3. In executing this Agreement, I certify that I have been duly authorized by the herein set forth organization requesting use to act on its behalf to arrange for said use of said facilities.

**Hold harmless and indemnification agreement:** The undersigned agrees to defend, indemnify and hold harmless the Los Alamos Public School Board of Education and school district, its agents and employees, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, however caused, that may arise from or be alleged to be caused by the undersigned’s vendors, participants, or their guests’ use or occupancy of district facilities, furniture, or equipment.

The renter organization shall procure and maintain for the duration of the contract general liability insurance against claims for injuries or damages to property which may arise from or in connection with the use of district facilities by the renter organization, its agents, representatives, employees, subcontractors, vendors, participants, or guests of the undersigned. Such insurance shall not be “claims made” coverage. The minimum limits of insurance shall be the limits stated in the New Mexico tort claims act or \$1,000,000.00 whichever is greater. The renter organization shall furnish the district with proof of insurance including endorsement naming district as an additional insured under the subject insurance. Such coverage shall not be cancelled, allowed to expire or be materially reduced except on 30 days’ prior written notice to the district. Renter shall ensure that outside vendors or participants, etc., are endorsed onto the undersigned’s policy or the renter organization which they represent or that outside vendors or participants, etc., procure coverage elsewhere.

**Safety Rules**

1. Clear sidewalks and steps of snow and ice, if necessary.
2. No weapons on the premises per School Board Policy 5154. Exceptions to this policy require approval by LAPS Superintendent.
3. No disorderly conduct per School Board Policy 4002. Renter must remove violators from the premises.
4. Children of any age not participating in the planned activity must be supervised and within sight and under voice control of their parent(s) or a responsible party.

5. Renter must adhere to designated usage times and designated space.
6. Hanging on gym baskets is prohibited. Court appropriate athletic shoes are required for all unprotected gym floors.
7. Pursuant to School Board Policy/Regulation 1240/1240R, all registered sex offenders must be escorted at all times when on school property.
8. Supervise the use of the facility and all parts that renters may access. Be on the premises at all times during the rental period. Be visible and available to the renter. Do not leave the facility during the rental period under any circumstances. Deal with emergencies (overflowing toilets), etc.
9. See that the building capacities are not exceeded.
10. Be familiar with exit procedures for the area being rented.
11. When closing, check ALL outside doors and windows to which the renter had access.

**State Liability and Risk Related Rules (6.50.17.8.G)**

1. The use of alcohol, illegal drugs and tobacco are prohibited on all school property at all times.
2. Guns are not permitted on school property except for those in the possession of authorized law enforcement personnel.
3. Users of the facility shall be responsible for providing security as required by the member school or school district for the type of function they have planned.
4. For events that involve animals, including dogs, all must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. Other animals or pets are prohibited.
5. Open fires including candles, torches, and bonfires shall not be allowed except pursuant to prior approval and permit by the appropriate authorities.
6. Building exits shall never be blocked for any reason.
7. Parking shall be in designated areas only.
8. Every effort shall be made to provide vehicle and pedestrian traffic management in order to insure safe and orderly movement of vehicles and people.
9. All care shall be taken in the design, placement and construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures to safeguard the safety of those building, using and disassembling such structures.
10. Decorations shall be fire resistant whenever possible, cover no more than 20 percent of the wall area and never be placed within close proximity to incendiary sources.
11. Care shall be taken at all times to avoid the creation of tripping hazards or if unavoidable to warn participants of obstacles.
12. No hazardous materials, including pyrotechnic devises, fireworks, explosives flammable materials or liquids, poisonous materials or plants, strong acids or caustics shall be brought onto the premises or used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
13. No amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devises related thereto shall be brought onto the premises or used in any way while occupying the premises except with the express permission of school authorities and on proof of insurance by the user of the facility of at least \$1,000,000 per occurrence naming the school or school district and the authority as additional insureds. All such activities shall be operated and overseen by persons experienced and, if possible, certified to do so.
14. All users of school facilities shall give written notice to the school of any accident resulting in bodily injury or property damage to property of the school occurring on school premises or in any way connected with the use of the school premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names and addresses and phone numbers of any persons witnessing the accident.
15. The user of the facility shall provide appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone number shall also be posted.
16. Access to school facilities by the user of the facility shall be limited to those areas specified in the site use agreement.

**Signature of Renter:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LAPS Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Return to Los Alamos Public Schools, Attn: Rentals Coordinator, P.O. Box 90, Los Alamos, NM 87544**