

From: Helena School District # 1
 55 S. Rodney
 Helena, MT 59601

Your insurance on file expires on 12/31/2018. If your policy expires before or during your event, please send an updated certificate.

Permit # 1803-0010
REVISED PERMIT

Facilities Agreement
 Last Edited: 03/02/18 at 3:18PM

Contact/Billing Person: Patrick Judge
 Address: P.O. Box 663, Helena, MT 59624
 Mobile Phone: (406) 459-5838
 Email: pljudge@bresnan.net

EVENT NAME: 2018 Track Workouts
To: Helena Vigilante Runners
 P.O. Box 663
 Helena, MT 59624

Date	General Fees	Units	Rate	Subtotal
03/02/2018	Activities Surcharge - Mandatory	1.00	\$ 30.00	\$ 30.00
Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Tue 03/13/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 03/27/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 04/10/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 04/24/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 05/08/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 05/22/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 05/29/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 06/05/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 06/26/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 07/10/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 07/24/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 08/07/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 08/21/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 09/11/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 09/25/2018	Vigilante Stadium - Field			

12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 10/09/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00
Tue 10/23/2018	Vigilante Stadium - Field			
12:00 PM-1:00 PM	2018 Track Workouts	1.00	\$ 0.00	\$ 0.00

Summary	Facilities Rental:	\$ 0.00	Estimated Total Charges:	\$ 30.00
	Other Needs:	\$ 0.00	Balance Due:	\$ 30.00
	Extra Charges:	\$ 0.00	Total Amount Paid:	\$ 0.00
			Remaining Balance Due:	\$ 30.00

Other Conditions: Per Jim Opitz - The Helena Vigilante Runners will also be providing a Portable Bathroom from mid-May through October.

The Board of Trustees wishes to make School District facilities available to responsible community organizations, associations, and individuals for appropriate civic, cultural, welfare, educational or recreational activities that do not interfere with the delivery of education and the best interests of the School District. The Board of Trustees recognizes the investment that the community has made in the School District buildings and facilities, and wishes for such buildings and facilities to be temporarily used under such provisions and control as the School District may see necessary to impose. To the greatest extent possible, citizens of the community should use School District facilities, so long as the educational programs of the School District are not hindered.

The priority for the use of School District facilities is as follows:

- School District Activities
- Nonprofit Youth Activities
- Other Nonprofit and Profit Activities

SCHEDULING

The application for scheduling of the use of School District facilities shall be the responsibility of the principal or manager of the affected facility. The needs of the School District's educational programs will have first priority. The contract will be considered complete when the District Business Office notifies the applicant of the charges and deposit.

SUPERVISION

The use of School District facilities by any group or organization shall be supervised by an adequate number of adult sponsors to assure proper care and use of the property. The district shall determine the need for and time if district supervision is determined to be necessary. This charge will be added to the bill.

CARE OF RENTED PROPERTY

All users of School District facilities shall maintain the cleanliness of the property. Any damage or unanticipated custodial costs not covered by the fee schedule shall be charged to the user, and said user will not be allowed further use of School District property until such reimbursement has been made. The user shall pay for district custodial services to clean facilities at the conclusion of the event as agreed in the facility use agreement.

SECTARIAN EDUCATION AND RELIGIOUS ACTIVITIES

School District facilities may not be used for sectarian education, or ongoing religious activities, except as provided by the Equal Access Act.

DRUG AND ALCOHOL POLICY

The use or possession of any illegal drugs, tobacco or alcohol products on school property is strictly prohibited.

RENTAL OF PORTABLE BLEACHERS

Any users of School District facilities that wish to rent portable bleachers from the School District shall be required to complete the "Facilities Use/Bleachers Use Application" and to abide by all rules and regulations. The Helena School District encourages the use of its bleachers by the public. However, it is a district policy to give priority to the student use of the bleachers. In this request, the right to cancel the use of the portable bleachers is reserved by the school district. The use of the portable bleachers will be denied, when in the opinion of the superintendent or the Board of Trustees, such use may be construed to be solely for commercial purposes, there is a probability of damage or injury or if the activity is deemed to be improper. The portable bleachers shall be supervised by an adequate number of adult sponsors to assure proper care and use. It is agreed that all rules and regulations for the use of the portable bleachers will be complied with and that all damage to the portable bleachers will be reimbursed to the district at the actual cost of repair and/or replacement. In case of loss or damage to school property, the organization and/or individual signing the request shall be fully responsible and liable. The undersigned organization, by signature of its authorized representative, hereby guarantees that the organization shall indemnify, defend and hold harmless the Helena School District and any of its employees or agents from any liability, expenses, costs (including attorney fees), damages and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the organization's use of the aforementioned school portable bleachers which are not the result of fraud, willful injury to a person or property or the willful or negligent violation of a law. There is a minimum 2 hours delivery/set up and minimum 2 hour take down and pick up rate in addition to the rental rate. Rental cannot be for more than 3 consecutive days.

USE OF SIGNAGE AND ADVERTISING

The use of electronic and non-electronic school reader boards is not allowed by any user of School District facilities. Use of School District reader boards is limited to official School District matters. Portable advertising must be approved by the district in advance of the event. Advertising shall not imply district endorsement or sponsorship of the activity.

Any group, organization, or individual who seeks to use School District facilities will be required to complete the attached Application and Agreement for Use of School Facilities. The district requires liability insurance and/or other information as listed on this form. A facility use application must be completed and the district will notify the user of acceptance.

The administration shall be charged with the responsibility of coordinating and authorizing use of all grounds and facilities by groups other than those directly connected with the School District. The administration shall develop the rules, regulations, and procedures for the use of facilities.

School District facilities will only be rented to groups or organizations that agree to comply in all respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, that neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods, facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, and that it will not publish, circulate, issue, display, post, or mail a written or printed communication, notice or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in School District facilities will be refused, withheld, or denied because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

AGREEMENT TO CONDITIONS OF USE Helena School District #1

On behalf of the organization or group ("User"), I hereby attest to the following:

1. The User has read the Helena SD Facilities Policies/Procedures "Rental and Use of School Facilities Administrative Procedure" and has and fully understands its contents. The User agrees to abide by all terms, conditions, and limitations set forth in the Procedure.
2. The User understands that the School District reserves the right to cancel this use agreement at any time in the event of an emergency (as determined by the School District Administration) or under any circumstances where the School District requires the use of the facility for its own activities.
3. The User agrees to promptly make payment to the School District for any charges, reimbursements or other fees required of the User under the terms of the Procedure.

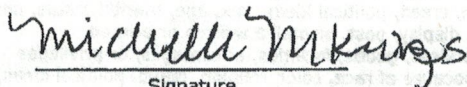
The actual cost, which will be calculated after the event is completed, will be used to adjust the final billing, with the exception of any extraordinary costs including, but not limited to the kind listed in paragraph 5 below.

4. The User agrees to pay a deposit, if required in cash or cashier's check by the date required by the Business Office. The User understands that this deposit will first be credited to any charges, reimbursements, or other fees required of the User under the terms of the Procedure and that any remaining balance will be returned to the User. In the event that applicable charges, reimbursements or other fees required of the User under the terms of the Procedure exceed this deposit amount, the User agrees to promptly make payment of that excess to the School District.

5. The User agrees to indemnify and hold the School District and its agents and employees harmless for and from any and all loss, including attorneys' fees, damages, expenses, and liability arising out of its use of School property. The User also agrees to pay for any damages to School District facilities, furniture, or equipment arising out of its use of School property, whether such damage was accidental or deliberate. The cost of damages will be based on repair or replacement cost, the choice of which is at the School District's discretion.

6. The User shall provide the School District with a certificate of insurance. Said certificate shall name the School District as an additional insured. Such certificate shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. Said insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person, \$1,000,000 for all bodily injuries and death resulting from any one accident and \$1,000,000 for property damage in any one accident or the policy may provide a per occurrence combined single limit for bodily injury and property damage of \$1,000,000. Said certificate shall also contain information regarding the coverage for worker's compensation or self-insured status as per Montana insurance guidelines. Said certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the School District written notice at least 10 days before the effective date of the cancellation or non-renewal.

7. The User agrees and represents that any activities it conducts in connection with its use of School District facilities will comply in all respects with all applicable laws, statutes, regulations, ordinances and policies. In particular, the User agrees that neither it nor its employees or agents will refuse, withhold, or deny any of its services, goods, facilities, advantages, or privileges because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, and that it will not publish, circulate, issue display, post, or mail a written or printed communication, notice or advertisement which states or implies that any of the services, goods, facilities, advantages, or privileges offered by it while in School District facilities will be refused, withheld, or denied because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. The User agrees to indemnify and hold the School District harmless for any failure on the User's part to abide by this agreement and representation.



Signature
Michelle Krings
Helena School District # 1



Signature
Patrick Judge
Helena Vigilante Runners