



## APPLICATION FOR FACILITY USE LICENSE

A non-refundable \$25.00 Application Fee and Certificate of Insurance must be submitted with this form

Organization \_\_\_\_\_ Contact Person \_\_\_\_\_

Cell Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Secondary Contact Number \_\_\_\_\_ Secondary Contact Person \_\_\_\_\_

Event Name/Description \_\_\_\_\_

Youth Activity  Adult Activity

Date(s) of Event: \_\_\_\_\_ Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Requested Facility \_\_\_\_\_ Participants \_\_\_\_\_ Spectators \_\_\_\_\_

Requested Equipment \_\_\_\_\_ Chairs \_\_\_\_\_ Tables \_\_\_\_\_ Screen for Projector \_\_\_\_\_ A/V Hookup \_\_\_\_\_

Special Requests/Equipment Needs \_\_\_\_\_

**By signing this application, I affirm that I have read, understand and agree to be bound by the Facility Use License Terms & Conditions on the following pages. I understand that Facility Use License Terms & Conditions are subject to change at any time and without notice.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If this application is approved, a 50% deposit will be required to confirm your event. Payment in full must be made a minimum of one (1) week prior to use. A \$250 fee will be charged for any lost or stolen keys issued to renter.**

## FACILITY USE LICENSE TERMS & CONDITIONS

1. Licensees must procure and maintain in full force and effect during the term of the facility use, a policy of General Liability insurance with a minimum limit of one million (\$1,000,000) per occurrence for most contracts; and two million dollars (\$2,000,000) per occurrence for the climbing gym rental, with the District named as an additional insured.
2. Licensee shall fully comply with all local, state, and federal laws and ordinances.
3. In the event of an emergency, Licensee and event attendees may be removed from the reserved space without notice.
4. Security may be required at the District's discretion. The District will determine the need for paid security and the number of security staff required. Licensee shall be responsible for these costs.
5. Proper supervision shall be provided by Licensee. Supervision must ensure the protection of school property, the enforcement of these terms and conditions, and must prevent any non-approved facility use.
6. Food, gum and/or beverages are prohibited outside of cafeterias. Only water bottles/containers are allowed in other areas.
7. Event attendees must remain in the approved space and designated restrooms.
8. Propping doors open is prohibited.
9. No running, bouncing or throwing balls in classrooms or hallways. No sliding on railways.
10. No bikes or skateboards allowed inside.
11. No animals allowed in facilities; violations will result in loss of deposit.
12. Black-soled shoes, heels and shoes with wheels are not allowed on gym floors.
13. Hanging on basketball hoops or dunking is prohibited.
14. All tables must be covered for art projects.
15. Missing or lost items are not the responsibility of the District.
16. Open flame, candles, fire, and/or smoking are not permitted in any District facility or premise.
17. Sub-licensing of District owned facilities is prohibited.
18. Licensee must obtain prior permission from the District to decorate and may only use materials acceptable to the local fire marshal. All decorations must be removed before leaving the facility. Any and all repair costs incurred by the District will be charged to Licensee.
19. Applicant is responsible for and may inspect the facility and/or premises prior to use to determine suitability for intended use. Inspection must be scheduled and coordinated with the District.
20. Licensee shall be responsible for all damages (including loss of property) resulting from Licensee and/or Licensee's Invitees/Attendees use of the facility and/or premise. Licensee agrees to indemnify, defend and hold harmless the District, its officers, directors and employees against any and all claims, fines, damages or penalties, and for any attorneys' fees incurred as a result of Licensee's and/or Licensee's Invitees/Attendees acts or omissions.
21. All trash must be disposed of in proper bear-proof containers on site or taken off-site for disposal at the end of the event.
22. All lights should be turned off & facility secured after each use.
23. Rooms should be swept and/or mopped as needed; and restrooms inspected prior to departure.
24. Should any District facility be closed for any reason, or if school is canceled or released early for emergencies or weather conditions, all use is canceled. Similarly, if the District cancels evening events at any or all facilities, all use at those facilities is also canceled.
25. The possession or use of alcoholic beverages, illegal substances, tobacco, vaping products, marijuana and/or weapons is prohibited on all District property. Any person that appears to have partaken of alcoholic beverages and/or illegal substances will not be permitted on District property. The District may notify law enforcement of any violations.
26. Private events may serve alcohol to adult attendees under certain restrictions and with permission from District Authorities; as well as the appropriate Town of Telluride approval and licensing.
27. The District retains the right to cancel this License at any time without refund of any fees or deposits paid and will do so if in the reasonable opinion of the District any of the following occur:
  - a. unsatisfactory conduct by Licensee and/or its Invitees/Attendees;
  - b. damage to the event space(s), facility and/or grounds (including any equipment) caused by Licensee or any Invitees/Attendees;
  - c. scheduling conflict of events which the District deems to be of higher priority (fees or deposits paid will be refunded);
  - d. failure of Licensee to comply with any term or condition of this Facility Use License;
  - e. failure to provide proof of the required insurance coverage; or
  - f. failure to pay required deposits in full.
28. The District shall be excused from the performance of any obligation hereunder during and for so long as performance is prevented by force majeure, including without limitation, Acts of God, weather conditions, war or other national emergency, acts of terrorism, any civil disturbance, strikes or labor disputes, failure of electronic or mechanical equipment, power outages of any kind, unavailability of materials or labor to their contractors, or shortage of materials or labor or transportation facilities, the orders or directives of any court or government agency, or other cause beyond the District's reasonable control.
29. Licensee warrants that it does not discriminate on the basis of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, or disability.
30. DISTRICT MAKES NO WARRANTY, EXPRESS OR IMPLIED CONCERNING ITS FACILITIES, WHICH ARE PROVIDED "AS IS". THE DISTRICT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING

BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. IN NO EVENT WILL THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON THE FACILITIES, EVEN IF THE DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE.