

Signature of Primary Contact Person \_\_\_\_\_

Date \_\_\_\_\_

Request Is:

Tentative \*  \_\_\_\_\_

Confirmed  \_\_\_\_\_

Canceled  \_\_\_\_\_

\* If this is a tentative request, you have 10 days to confirm or your reservation will be cancelled.

**FACILITY USE REQUEST**  
**Wright City R-II School District**  
**██████████**  
**90 Bell Road**  
**Wright City, MO 63390**

Date facility needed	Day of the week
Group/ sponsor	
Brief description of the requested facility use	
Use start time	Use end time
If request is for a regular weekly/monthly time, please describe	
Location being requested	Room
Rain plan/ alternate site	Estimated attendance
Name, address & phone of primary contact person	Name, address & phone of secondary contact person
Will your group need access to the building to decorate or set-up before the time/day of the use? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, when?	
Admissions standards for the event: <input type="checkbox"/> Ticket Required <input type="checkbox"/> Invitation Only <input type="checkbox"/> Open to the Public	
Do you anticipate guests with special needs/physical challenges? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please describe:	
Will food be served? (special permission is required) <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please describe:	
Is special room set-up required? (a separate charge may apply) <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please describe your needs:	

Will there be a need for custodial services after the event? (a separate charge may apply)

Yes  No

If yes, please describe:

Will outside equipment be delivered/picked up?

Yes  No

If yes, please describe:

Is audiovisual equipment needed? (a separate charge may apply)

Yes  No

If yes, please describe:

### GENERAL CONDITIONS FOR FACILITY USE

User agrees that the property and facilities of \_\_\_\_\_ (Facility herein shall be defined as the portion of the property wherein the event is being held as well as any other parts of the campus being utilized by the group including, but not limited to, parking lots, fields, sidewalks, hallways and restrooms) shall be used only for purposes that conform to, and in a manner consistent with, federal, state and local law and the policies and procedures of the institution and only for the purposes as described herein.

1. User agrees to abide by all fire, safety, traffic and parking, and public safety requirements of the institution.
2. Smoking is not permitted in any facility.
3. The sale, consumption or possession of alcoholic beverages shall not be permitted on the premises at anytime. Nor shall any person who is in a drunken or intoxicated condition, or who is under the influence of liquor, be permitted on the premises. The primary contact person above will be held responsible for the enforcement of this rule.
4. The use of profane language or gambling in any form is not permitted in any facility.
5. No use of equipment shall be granted unless an instructor or attendant, approved by the institution, is in charge of the rooms or equipment.
6. User agrees to be responsible for any damages to any facilities and/or property or injury to other persons caused by persons using the facility under this Agreement.
7. User agrees to indemnify, defend and hold harmless \_\_\_\_\_, its board, administrators, employees, agents and volunteers from any and all claims, suits, actions and liability arising or alleged to arise out of injuries or damages sustained by any person as a result of the use of the facility under this Agreement, notwithstanding the negligence of the institution, its board, administrators, employees, agents and volunteers.
8. User agrees to provide proof of comprehensive general liability insurance of not less than \$2,000,000 per occurrence, which names the institution as an additional insured. The institution reserves the right to cancel this Agreement if such proof of insurance is not provided at least two weeks prior to the scheduled use and maintained throughout the use. In the event acceptable proof of insurance cannot be provided by the user, the institution can arrange for the procurement of Special Event insurance at the rate of \$77.00 per event day for 1,000 or fewer participants and \$107.00 per event day when participants are over 1,000. Deductible is \$250 per claimant. (Institution can provide a Special Events Insurance application.) Questions can be directed to the Institution or the M.U.S.I.C. Team at our insurance provider at (800) 877-8218.
9. Failure to abide by the terms of this Agreement may result in the immediate termination of the Agreement by the institution.
10. This Agreement may be modified only by the written agreement of the User and the institution.

Estimated rental charge	Estimated other fees
Amount of Payment	Date of Payment

11. Fees must be paid at the time reservations are confirmed. Payment is to be made by check payable to <district name> School District.
12. Cancellations are accepted up to one week prior to the facility use. A full refund will be made unless the institution has incurred costs in preparation for the use. Any refund would be reduced by those costs. No refund will be made for cancellations received less than one week prior to the use.
13. The institution reserves the right to cancel this reservation if, in its sole discretion, it has reason to believe that the facility use will conflict with the General Conditions above. The institution also reserves the right to change reservations to other rooms with the understanding that, if possible, comparable facilities will be provided.
14. Users of facilities will abide by the General Conditions.

Signature of Primary Contact Person

Date

## COMMUNITY USE OF SCHOOL FACILITIES

Public school buildings are erected for the use of the public schools and shall not be used for any purpose that will conflict with such use.

In order that the public school plant may serve wider community use, the Board of Education grants the use of public school facilities to organizations and community groups under the following conditions:

1. All school activities shall have preference in scheduling the use of school buildings and no part of the building will be scheduled for nonschool groups if desired for school use.
2. An application for permit to use a public facility must be signed by an adult representative of the organization making the application and must be submitted to the Superintendent one (1) month prior to the date wanted.
3. The signing of an application for use of school facilities shall be interpreted as a guarantee to the district that the organization will be responsible for the proper use of the premises, for proper adult supervision, for orderly conduct of the meetings held under its control and for prompt payment to the district to cover a required deposit and/or any damage to school property resulting from the organization's use of the facility.
4. Adult supervision must be provided by any organization using public school facilities to see that the regulations of this agreement are observed.
5. All fees, if any, must be paid one (1) week prior to the event.
6. A permit is not transferable and the Board of Education or the Superintendent may reject any application or cancel any permit. A permit will be rejected or cancelled if the group requesting the permit does not meet the requirements listed in this procedure, has misused or damaged district facilities in the past or intends to use the facility in a manner that is contrary to adopted Board policy. For example, all use must be in accordance with the district's nondiscrimination policy.
7. Any individual, group, or organization must meet the district's insurance requirements to use district facilities.
8. A permit to use a public school building does not include the use of equipment owned by the district such as: projection equipment, all types of technology, athletic equipment, musical instruments, public address systems, etc.

FILE: KG-AP  
Critical

9. Organizations or persons wishing to use any type of equipment owned by the district must include the request in the facility use permit application and all requests will be approved on a case-by-case basis. The superintendent will approve all such requests and assess any additional fees for the use of said equipment.
10. At the discretion of the superintendent, an appropriate Wright City School District (WCSD) employee must be present to supervise the use of all district equipment and be compensated for his/her time at a rate set by the superintendent. At the discretion of the WCSD employee, he/she may donate his/her time and the hourly rate will be waived. The WCSD employee must place in writing his/her intent to donate his/her time to the office of the superintendent.
11. Facility use permits may be denied by the superintendent or Board of Education if it is felt that the individual/organization seeking to use the facility will not adequately care for the facility, or will use the facility for purposes contrary to acceptable district standards.
12. The Board shall have final authority in interpreting Board policy and in settling disputes regarding the eligibility of any individual or organization.
13. Any cancellation of reserved dates must be made in writing at least 24 hours before the date on which activities are scheduled. Refunds, if applicable, will be handled through the office of the superintendent.
14. Use of gyms will be limited to two (2) times in one (1) week.
15. No evening activities will be held when school is cancelled or dismissed early.
16. A majority of an organization's members must be residents of the school district before the organization's application for use of school facilities will be considered.
17. To be considered an athletic feeder team of the WCSD, the team's roster must be 75 percent WCSD students.
18. The use, consumption or sale of drugs, alcoholic beverages or the carrying of a concealed weapon is strictly prohibited. Smoking and/or other uses of tobacco is prohibited on all district premises.
19. Services of school personnel do not include erecting or dismantling scenery or equipment, etc., but shall be limited to services necessary for placing the facility in condition for use.
20. Equipment provided by the organization using a school facility must be removed from the building promptly after the sponsored activity so as not to interfere with normally scheduled school activities. If such equipment, materials or rubbish is not removed by the sponsoring

organization, the party to whom the permit was issued will be required to pay a removal and cleanup charge.

- 21. Building permits will not be issued for activities that are inappropriate for the requested space. Damage deposits may be required.
- 22. All activities must be over by 10:00 pm.

**Fee Structure and Organization Classification**

Group A WCSD Activities and approved booster organizations.	Group B School/Community Related Activities	Group C Any individual or group whose activities are not directly or indirectly related to WCSD. This does not include private parties, showers, memorial services, etc	Group D Any individual or group whose activities are not directly or indirectly related to WCSD.
Athletics, Academics, band, Theatrical productions, PAT screenings, Booster Organizations and PTO  In addition to the groups listed above Boy/Girl Scouts, the Chamber of Commerce and surrounding government agencies will maintain their status as Group A organizations	Athletic Feeder Teams (75% WCSD students) Community Organizations Local Khoury League Associations	Non-activity type meetings: University Classes Religious Meetings	Any type of recreation: YMCA Adult Programs Square Dancing

The organizations classified above are a sample list; any organization not listed will be classified by the superintendent and the Board of Education. The Board of Education shall have final authority in interpreting the classification of all organizations or individuals.

**Wright City R-II School District Facility Fee Structure**

**Weekdays during Regular Business Hours**

Facility Type	Group A	Group B	Group C Resident Meetings	Group C Resident Activities	Group C Non-resident Meetings	Group D Non-Resident Activities
Gymnasium	N/C	N/C	35.00	40.00	55.00	60.00
Class Room	N/C	N/C	30.00	35.00	50.00	55.00
Cafeteria/Kitchen	N/C	N/C	40.00	50.00	60.00	70.00
Library	N/C	N/C	30.00	35.00	50.00	55.00
Elementary & Middle School Athletic Fields	N/C	N/C	N/A	30.00	N/A	50.00
High School Athletic Fields	N/C	N/C	N/A	50.00	N/A	70.00
Conference Rooms	N/C	N/C	25.00	30.00	45.00	50.00
Middle School Commons	N/C	N/C	30.00	35.00	50.00	55.00
High School Commons	N/C	N/C	25.00	30.00	45.00	50.00

**Weekends or After Regular Business Hours**

Facility Type	Group A	Group B	Group C Resident Meetings	Group C Resident Activities	Group C Non- Resident Meetings	Group D Non-Resident Activities
Gymnasium	N/C	25.00	40.00	45.00	60.00	65.00
Class Room	N/C	25.00	30.00	35.00	50.00	55.00
Cafeteria/Kitchen	N/C	25.00	50.00	60.00	70.00	80.00
Library	N/C	25.00	35.00	40.00	55.00	60.00
Elementary & Middle School Athletic Fields	N/C	N/C	N/A	35.00	N/A	55.00
High School Athletic Fields	N/C	N/C	N/A	75.00	N/A	95.00
Conference Rooms	N/C	25.00	30.00	35.00	50.00	55.00
Middle School Commons	N/C	25.00	35.00	45.00	55.00	65.00
High School Commons	N/C	25.00	30.00	40.00	50.00	60.00

The above fee structure is billed per hour. When individuals or organizations go over the reserved time the extra time will be pro-rated in half-hour increments. There will be no refunds to individuals or organizations if their total reserved time is not utilized.

Custodial fees will be an additional charge for the facility usage; fees will be assessed by the current year's salary schedule by the secretary of the superintendent.

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*Note: The reader is encouraged to review policies and/or forms for related information in this administrative area.*

Implemented: 10/12/1995

Revised: 05/08/2003; 02/02/2009

Wright City R-II School District, Wright City, Missouri

**WAIVER, RELEASE AND AGREEMENT TO INDEMNIFY  
AND HOLD HARMLESS**

The undersigned hereby acknowledges that the School District/Community College does not carry medical pay coverage for its premises or vehicles. The undersigned further acknowledges that the activity listed herein may result in person injuries to the participants. The undersigned further acknowledges that the activity is outside the direct supervision of the School District/Community College. Accordingly, the undersigned hereby assumes the risk of any injuries resulting from the activity listed herein.

In consideration of \_\_\_\_\_  
(participation and extra-curricular activities, sporting events, clubs, field trips), by \_\_\_\_\_  
\_\_\_\_\_ (name of student, participant), the undersigned hereby releases from any legal liability the school district/community college, its administrators, board members, teachers, employees, volunteers and agents from any and all liability for damage, injury or death, or any claim based upon negligence on the part of the school district/community college or any of its board members, administrators, teachers, employees, volunteers or agents arising out of or related to the participation mentioned above.

In the event any person not a party to this agreement, make any claim or file any lawsuit against the school district/community college, board members, administrators, teachers, employees or agents relating to the participation mentioned above, the undersigned agrees to indemnify (that is, reimburse if necessary), defend and hold harmless the school district/community college, board members, administrators, teachers, employees and agents, from any and all such claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees.

\_\_\_\_\_  
Signature of Organization/Participant

## AGREEMENT TO HOLD HARMLESS AND INDEMNIFY

We \_\_\_\_\_ (organization/group to use facility or premises) hereby covenant and agree that, with respect to our use of the premises \_\_\_\_\_ (describe premises) for the purpose of \_\_\_\_\_ (type of activity or function), during the period of \_\_\_\_\_ (list inclusive dates), to defend, indemnify and hold harmless

\_\_\_\_\_ (list school district/ community college, board members, administrators, teachers, employees, volunteers and agents) from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the use of said premises.

This agreement to defend, indemnify and hold harmless specifically includes all claims arising out of any accident or other occurrence on or about said premises causing injury to any person or property.

We also agree not to allow entrance to the premises or use of the premises by anyone who has not previously been authorized entrance or use of the premises, and who has not previously agreed to protect, defend, indemnify, and hold harmless

\_\_\_\_\_ (name of school district or community college), and whose signatures do not appear on this agreement.

We hereby acknowledge that we have inspected the premises and find the premises fit for our intended use. We also agree to notify \_\_\_\_\_ (name of school district or community college) of any damages or hazardous conditions immediately, and to immediately discontinue use of the premises, until the condition can be corrected. We hereby acknowledge that the School District/Community College does not carry medical pay coverage on the premises referenced herein.

The following organization and all persons participating in the activity have read and agree to all the conditions on page one, and upon their requests, will be furnished a photocopy of those conditions. If the participant is a minor, parent or guardian must sign this agreement:

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_



# MUSIC Special Events General Liability Application

## Rates: (Per Day\*/Per Event Basis )

Under 1000 Attendees = \$77.00\*\*  
 Over 1000 Attendees = \$107.00\*\*  
 \$100 for each additional insured

\* Per day means a start time between 12:01 am until midnight. If an event continues past midnight it is considered a two-day event and two days premium will be charged.

\*\* Rates are good through 12/31/08

A check made payable to M.U.S.I.C. must accompany this form; The envelope must be *postmarked* at least one day prior to the event for coverage to be bound.

Mail application and check to:

Arthur J. Gallagher Risk Management Services, Inc.  
 MUSIC Special Events  
 12444 Powerscourt Drive  
 St. Louis, MO 63131

## Scottsdale Insurance Company (AM Best Rating A+XV)

Note: Scottsdale is a non-admitted insurance carrier in the State of Missouri and is not subject to the same regulations which apply to an admitted carrier, nor do they participate in any guarantee fund applicable in Missouri.

### Coverages:

\$2,000,000	General Aggregate
\$2,000,000	Each Occurrence
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	Personal Injury/Advertising Injury
\$ 50,000	Fire Damage

### \$250 Liability Deductible

Bodily Injury/Property Damage Per Claim, Including Loss Adjustment Expense and Defense

### Key Exclusions: (See policy for a complete list):

Automobiles, Aircraft, Watercraft, Punitive Damages, Pollution, Medical Payments, Assault & Battery, Liquor Liability, Air Shows, Ballooning Events, Bungee Jumping, Fraternity Parties, Ice Hockey, Pro Choice Rallies, Right to Life Rallies, Sky Diving Events, Snow Mobile Racing & Wor Games. Event "participants" are also excluded, defined as practicing for or participation of any person in any athletic event, contest, game, demonstration, exhibition, race or show, or the use of any amusement device.

Name of Organization or Group:

Name of Contact(applicant):

Contact Phone Number:

Address of Contact (Street and Number, City, State & Zip):

Type & Location of Event:

Date of Event:

Number of Attendees:

MUSIC Member (School District/Community College):

Address of MUSIC Member (Street and Number, City, State & Zip):

Phone Number:

This is not a binder of coverage. **The above summary of coverage and exclusions is no substitute for reading the entire policy. A copy of the master policy is available from the program administrator.** The applicant must sign the application. The applicant represents that all statements made in this application are complete and true and coverage is not applicable until accepted by MUSIC. Once accepted you will receive a certificate of participation.

Signature of Contact Person \_\_\_\_\_

Date \_\_\_\_\_

If you have any questions regarding this coverage, Please feel free to contact Ada Hequembourg at (800) 877-8218, Ext. 2197