

Turano-Chrisman Performing Arts Theater
Application and Site Use Agreement (revised Feb. 2019)

Application Date: _____

Requests to use Farmington Municipal Schools (“FMS”) facilities and premises must be submitted to school/building secretary. Use of FMS facilities and premises is subject to the terms and conditions of the Application and Site Use Agreement, payment of the Site Use fees and to any other terms and conditions required by FMS. FMS will review the Application and Site Use Agreement will notify the applicant’s representative identified below of whether the request is approved, conditionally approved or denied. All Users must provide proof of insurance as specified in the Application and Site Use Agreement.

Date(s) Use Requested: _____ School/Building Requested: _____

Area in School/Building Requested: _____

Type of Event: _____

Applicant Organization Name ("User"): _____

Representative name: _____

Representative phone number: _____ Email: _____

Organization President name: _____

Organization President phone: _____ Email: _____

Organization Address: _____

Organization phone: _____

Organization email: _____

Event Contact Person (if different from Representative) : _____
(print name)

Event Contact Person Phone: _____

Event Contact Person Email: _____

Specific Facilities, Building, Areas, Equipment Requested:

Start and End Times for Use: _____ (including event, set up and clean up)

Event Start and End Times: _____

Event (specific description of proposed use): _____

Number of Participants: _____

Number of Spectators/Guests: _____

Number of Organization Officials/Workers: _____ Duties: _____

[Equipment or Animals -provide detailed description of any equipment Organization will bring to be used in event and a detailed description of the types and number of any animals to be involved in the event and the means of protecting and separating animals from users or spectators:

Is Admission to be Charged? Yes ___ No ___

Will food be served? Yes ___ No ___

Is Set Up Time Required? Yes ___ No ___

If so, date & time requested for set up: _____

TCPAT Site Use Fee Schedule

Users may also be required to pay additional fees as identified by FMS in the Application and Site Use Agreement.

FACILITY	HOURLY RATE	HOURS RENTED	TOTAL DUE
Theater Utilities	\$ 35.00		
Theater Manager	\$ 35.00		
2 Security Guards	\$ 40.00		
Custodian	\$ 30.00		
HOURLY SUBTOTAL	\$140.00		
Security Deposit	\$500.00		
Additional FMS Personnel			
Additional Equipment:			
Other			
GRAND TOTAL DUE	-	-	

All amounts due shall be paid when application is submitted to FMS.

User understands and agrees that Farmington Municipal Schools reserves the right to require payment of additional fees, as listed on the chart above, and that FMS also reserves the right to require payment of a deposit to be applied to payment for any damage to FMS property or for any additional cleaning services required. If there are no additional cleaning fees or repairs to be done as a result of User's use of the School Facility, the full deposit will be returned within 10 business days of the conclusion of the event. User shall also pay for any damage to the School Facility sustained during the event. If additional cleaning or repairs are required as a result of User's use of the School Facility, within 3 days of the conclusion of the event, FMS will notify User in writing of the services or repairs required and of the estimated cost of such services or repairs. Within 10 business days after the services or repairs have been provided, FMS shall return, via the address provided by the signature lines below, any unused portion of the deposit to User together with an itemized invoice showing the fees and costs incurred.

User certifies that the contact information provided above is accurate. In the event any of the contact information changes User shall provide all updated contact information to FMS prior to the event. User shall also promptly provide any additional information requested by FMS.

**FARMINGTON MUNICIPAL SCHOOLS
SITE USE AGREEMENT**

This Site Use Agreement (“Agreement”) is a contract between Farmington Municipal Schools (“FMS” or “District”) and _____ (“User”) signed on the date(s) indicated by the signatures below, effective as of the later of such dates. In exchange for the payment of the fees indicated on the Application and Site Use Agreement (“Application” or “Agreement”), the terms of which are incorporated into this Agreement as if fully set forth herein and also in exchange for User’s compliance with the terms and conditions of this Agreement. FMS agrees to allow User to use the FMS facilities identified on the Application for the event(s) (“event”) described on the Application on the date(s) and during the times indicated on the Application. References to this Agreement shall also include any additional safety requirements imposed by FMS, law enforcement or other public agency.

1. General Conditions: FMS does not guarantee the suitability of the facility, the facility's contents or FMS’ equipment for the event(s) and uses intended by the User. User agrees that if this Agreement is canceled by User or by FMS because of User’s failure to comply with the terms of this Agreement, refunds of any fees paid by User will be at the discretion of the School Administration. In no event shall FMS be liable to User for any damages resulting from the use of the school facility or from the cancellation of this Agreement by FMS or User. Any changes to the terms of this Agreement must be made in writing and signed by FMS and User.

2. Lawful Use: FMS facilities may not be used for any unlawful purpose. User’s event shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations, including those prohibiting unlawful discrimination and harassment. The event shall also be conducted in compliance with the terms of this Agreement.

User shall:

- (a) If required by FMS, pay for and comply with additional FMS or other security services;
- (b) Keep the premises clean at all times;
- (c) If required by FMS, participate in security training;
- (d) Require participants and spectators to park only in designated areas;
- (e) Operate and supervise all activities by experienced, trained persons holding appropriate certification for such activity;
- (f) Comply with the Brain Injury Certification attached.

3. Security: User shall comply with all security requirements issued by FMS or law enforcement.

4. Prohibited Activities: User shall **not**:

- (a) Allow litter or debris;
- (b) Allow use of alcohol, illegal drugs and tobacco on any school property;
- (c) Allow guns on school property except for those in the possession of duly certified law enforcement personnel;
- (d) Use the facility without District approved security for the type of function vendor has planned;
- (e) Use the facility for any purpose other than as specified in the Site Use Application;
- (f) Unless specifically described in the Application and an integral part of the event, allow animals other than service animals on FMS property except any animals described in the Application. All animals must be leashed, penned, caged or otherwise properly contained, constrained and

under supervision and control at all times. In the event of ambiguity of language in the Application or Agreement, restrictions on use of animals shall be strictly construed against the User;

(g) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the school facility any other official or agency having jurisdiction;

(h) Allow building entrances, exits, or access to and from parking lots to be blocked for any reason;

(i) Allow any other shoe except rubber soled shoes on any gym floor;

(j) Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people; [unless FMS has agreed to provide and User has paid related fees]

(k) Allow design, placement or construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures without adequate precautions for the safety of those building, using and disassembling such structures; User MUST obtain FMS approval before installing any of the items mentioned above:

(l) Allow non-fire-resistant decorations cover more than 20 percent of the wall area with decorations or all any decorations to be near incendiary sources;

(m) Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event and have properly marked signage adequate to warn participants of obstacles;

(n) Allow hazardous materials, including pyrotechnic devises,

fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by FMS and the fire marshal or other authority having jurisdiction;

(o) Allow 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 devices related thereto onto the premises or to be used in any way while occupying the premises except with the express permission of FMS and with proof of insurance coverage specifically relating to the use of such equipment and devices, written by a company acceptable to the New Mexico Public School Insurance Authority of at least \$1,000,000 per occurrence, and naming FMS as an additional insured;

(p) Allow use of playground equipment unless at least one adult supervisor for every fifteen (15) children in attendance;

(q) Use the school facility without appropriate signage to inform participants of the safety rules or without a list of emergency agencies and phone numbers posted;

(r) Use or allow access to areas not specified for use in this Agreement;

(s) Allow anyone who has not signed an Accident Waiver and Release of Liability in the form attached to this Agreement;

(t) Use any equipment for any purpose or in any manner other than in accordance with its common use and all applicable instructions;

(u) Remove or rearrange any FMS equipment or property without specific written permission to do so; or if permission granted – return to original place];

(v) Fail to promptly report any suspicious activity to law enforcement or FMS personnel.

5. Duty to Inspect: By signing this Agreement, User certifies that it has inspected the premises to be used during the event and found them to be well maintained and in good condition and repair, free of any hazards or defects. Prior to the start of event User shall inspect the premises and shall notify FMS of any maintenance and concerns, hazards or conditions requiring repair. FMS shall have complete discretion on whether to correct or repair any problem, hazard or unsafe condition identified by User. [Refund fee if not correct?] [FMS discretion to cancel event if a defect is created or became apparent after signing agreement but before event] Failure to identify and notify FMS of any maintenance concerns, hazards or conditions requiring repair shall constitute User's representation that there are no unsafe conditions on the premises or equipment to be used.

6. Notice of Accidents: Immediately upon the occurrence of an accident, occurring during or otherwise related to the event, User shall give written notice of the accident to FMS. The notice shall include details of the time, place and circumstances of the accident; identify all personal injuries and property damage caused by the accident, and the names, addresses and phone numbers of all persons involved in or who witnessed the accident. Photos of any property damage and of the place where the accident occurred shall also be provided. User agrees to provide any additional information requested by FMS about the accident or injuries sustained. User understands that this obligation shall continue past the date of the event, until one year after any applicable statute of limitations relating to any claims relating to the accident have run.

7. Damage to User's Property: FMS assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, participants, spectators, guests, volunteers, invitees, or anyone else.

8. Damage to FMS Property: User shall pay the school facility for the cost of repair to any property damaged during the event or related set up and tear down. User indemnify, defend and hold harmless FMS for any claims made by anyone against it for any type of property damage during or related to the event.

9. Parking and Security: FMS may determine at its sole discretion whether the event requires any parking arrangements, security training, or other security services or staff. If such a determination is made, FMS may elect to provide such services at User's expense or may require User to arrange payment for such services. Along with FMS approval, User must provide proof within [three (3) days] prior to the event that required arrangements have been made and that User has guaranteed payment to those providing the additional services.

10. Injuries: FMS assumes no liability or responsibility for any personal injuries or property damages suffered by User, its employees, agents, representatives, participants, guests, volunteers or spectators. User shall indemnify, defend and hold harmless FMS for all claims made by anyone against it for injuries sustained during or related to the event. [cf w/ ¶ 7 and ¶ re notice]

11. Insurance: User must carry general liability for the event and automobile liability owned or rented by User in connection with the event. Such policies must be issued by carriers acceptable to the New Mexico Public Insurance Authority and shall have limits no less than \$1,000,000.00 per occurrence covering bodily injury and property damage occurring during or related to the event. The District and its Board of Education must be named as an additional insured on the general liability and automobile liability policies. No later than five (5) days before the event, User must provide FMS a Certificate of Coverage identifying the

insurance carrier(s), policy number(s), mailing address and telephone numbers for the carrier(s) and naming FMS Board of Education as an additional insured. [Failure to provide a Certificate of Coverage will result in cancellation of the event without refund of any fees paid]

12. Indemnifications: User shall indemnify and defend the District and its current and former officials, employees, agents and insurers for all claims made against any of them for injuries and other damages relating to the event or otherwise related to User's use of the facility.

13. [Advertising and Promotion]: Commercial groups shall provide a copy of a current business license. All advertising and promotion, including information contained on programs and schedules, shall identify User as the sponsor of the event and shall state that the event is not sponsored by the District, [inc waiver, accident notice requirement].

14. Site Access: The User must assure that activity participants, guests, spectators, officials and sponsors access only those site areas designated for the event. The designated Event Contact Person shall verify all the areas utilized were properly checked and confirmed to be free from damages and property returned to its original condition and secured upon departure from the School Facility's premises. Within 24 hours User shall notify FMS in writing of any exceptions.

15. Fees: The fee schedule included in this packet sets forth fees to be paid for use of the School Facility. In addition to the use fee, User may be required to reimburse the District for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment, abnormal wear and tear on the premises, equipment and other school property, damage to the facility or equipment and any additional required cleaning services. All fees shall be made by check or money order and shall be made payable to the Farmington Municipal Schools. It is inappropriate to pay school employees directly for services in kind or in cash. The fees must be paid to FMS along with the Application and Site Use Agreement form.

16. Non-Assignability: This Agreement may not be assigned to another party without prior written consent of the School Facility, which consent may be withheld by the School Facility at its sole and absolute discretion.

17. Choice of Law and Jurisdiction: This Agreement is governed by the laws of State of New Mexico. User consents to the personal and subject matter jurisdiction of the state and federal courts of the State of New Mexico.

18. Entire Understanding: This Agreement, the Application, and all attachments contain the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein or in writing signed by both parties. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

19. Authorization: The undersigned, by his or her signature below, represents and warrants that he or she is authorized to sign on behalf of the User and to bind the User to the terms of this Agreement. The undersigned further certifies that he or she understands and agrees to all terms and conditions in this Agreement.

20. Release: User accepts the District's premises, adjoining areas and equipment as is and releases and discharges the District, its Board of Education and each of their current and former agents, employees and officials from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all injuries, deaths and damage to property, or otherwise arising directly or indirectly out of the event or this Agreement including but not limited to User's use of the premises and the adjoining areas, including parking areas.
[personal injury or property]

User understands that this Agreement can be cancelled and the event terminated if the User fails to comply with the terms and conditions of this Agreement or if the User has misrepresented the nature or extent of the proposed use in any way.

This agreement may be signed in counterparts and a copy will serve as an original.

User: _____ Date: _____
Signature

Name: _____
Print

Address: _____

Cell Phone: _____ Other Phone: _____

Email: _____

FMS: _____ Date: _____
Signature

Name: _____
Print

Address: _____

Cell Phone: _____

Other Phone: _____

Email: _____

With copy to: _____

FMS Event Contact, if different from above:

Name: _____
Signature

Print

Address: _____

Cell Phone: _____

Other Phone: _____

Email: _____

With copy to: _____

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Name of the Activity or Event:

Date of Activity or Event: _____

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND /OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, and waive, release and discharge the School Facility, the New Mexico Public School Insurance Authority and their directors, board members, officers, employees, volunteers, agents, representatives or assigns and the activity or event sponsors, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may occur to me as a result of participation in the above named activity at the School Facility. I agree to indemnify, hold harmless, and promise not to sue the entities or persons mentioned above from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of those released or otherwise.

This accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name / Age

Parent or Guardian's Signature (if participant is under 18 years old)

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian do hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward 's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon those parties because of any defect in or lack of such capacity to so act and release those parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name / Age

Date

Signature of Parent or Guardian