

FACILITY USE AND EQUIPMENT AGREEMENT

The School Board of the Faith School District #46-1 has determined that allowing _____ to use the facilities listed below would constitute a community service, as that term is used in SDCL 13-24-20.

Please list the specific facility and equipment to be used:

The use of the facility or equipment listed above is for use between the hours of _____ and _____. Date(s) of use:_____.

NEITHER THE SCHOOL DISTRICT, THE SCHOOL BOARD, NOR ANY OFFICER OR EMPLOYEE OF THE SCHOOL DISTRICT IS LIABLE FOR ANY INJURY THAT OCCURS AS A RESULT OF THE USE OF THIS FACILITY, REGARDLESS OF THE CAUSE OF INJURY, INCLUDING THE DESIGN, MAINTENANCE OF AND CONDITION OF THE FACILITY AND EQUIPMENT USED UNDER THIS AGREEMENT.

THE _____ AND ITS MEMBERS, OFFICERS AND EMPLOYEES ARE LIABLE FOR DAMAGE TO PROPERTY AND PERSON THAT MAY ARISE AS A RESULT OF THE USE OF THIS FACILITY, AS PROVIDED IN SDCL 13-24-20, AND ARE LIABLE FOR REPLACEMENT COSTS TO RESTORE THE FACILITY OR EQUIPMENT UTILIZED PURSUANT TO THIS AGREEMENT.

SDCL 13-24-20 provides:

The school board may rent or grant the use of school facilities, motor vehicles or land belonging to the school district for any purposes, which it considers advisable as a community service for such compensation as it determines. The use may not interfere with school activities. Any person or persons or public body using such school facilities motor vehicles or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any suit for damage, which might arise as the result of such use or occupancy.