

PECOS INDEPENDENT SCHOOL DISTRICT

APPLICATION FOR USE OF SCHOOL FACILITIES, FURNITURE, EQUIPMENT AND PERSONNEL

When foreseeable, this request shall be submitted at least two (2) weeks prior to the requested date(s).
THE DISTRICT RESERVES THE RIGHT TO WAIVE OR DISCOUNT ANY OF THE BASE FEES.

PO Box 368, Pecos, NM 87552
 (505) 757-4700 Telephone (505) 757-8721 Fax

FACILITIES (Availability is limited to times when school is not in session. The Superintendent may make exceptions on a case by case basis)

I/We, _____, request the use of _____, a school building facility at the Pecos Independent School District for the purpose of presenting the following program:

Number of participants: _____

If participants are students, do all the students attend school at the District? Yes No If no, please explain: _____

I/We wish to use the above facility as follows:

- Daily Beginning ___/___/___ to ___/___/___ Excluding ___/___/___ to ___/___/___ or _____
 Time ___ am/pm to ___ am/pm Time ___ am/pm to ___ am/pm Total Hours _____
- Monthly Beginning ___/___/___ to ___/___/___
 Time ___ am/pm to ___ am/pm Total Hours _____
- Quarterly Beginning ___/___/___ to ___/___/___ Excluding ___/___/___ to ___/___/___
 Time ___ am/pm to ___ am/pm Total Hours _____
- Other Please specify _____
 Beginning ___/___/___ to ___/___/___ Time ___ am/pm to ___ am/pm
 Time ___ am/pm to ___ am/pm Total Hours _____

NOTE: SETUP TIME MUST BE INCLUDED

There will will not be an admission charge and/or fundraising. What will be sold: _____

The proceeds will be used for: _____

Food and/or beverages (excluding water) will be served Yes No. If yes, what will be served _____

Prepared food and beverages must be prepared by person(s) with NM Environment Department Food Permit. Please provide copy of permit..

FURNITURE & EQUIPMENT (Only select tables and chairs are available offsite)

QTY	ITEM DESCRIPTION	SERIAL #	MODEL #	ONSITE USE	OFFSITE USE
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

Pickups can only be done M-F 8:30am-2:30pm excluding holidays

Pickup ___/___/___ Time ___ am/pm to ___ am/pm

Return ___/___/___ Time ___ am/pm to ___ am/pm

PERSONNEL (Services of Pecos Independent School District Employees is limited and must not interfere with employees current work schedule)

PERSONNEL TYPE	SERVICE DESCRIPTION	DATES	TIMES	TOTAL HOURS

Your contact information: _____ Second person to contact, if necessary: _____
 Name: _____ Name: _____
 Address: _____ Address: _____
 Telephone number(s): _____ Telephone number(s): _____

I/We request a waiver of the Base Fee If checking here, provide detailed explanation/documentation with the reason

It is recommended that the User obtain liability insurance for the event or use of furniture, equipment or personnel. However, I/We request a waiver of the liability insurance. If checking here, I/We understand that it is at the User's own risk. My/Our personal assets may be in jeopardy if a loss occurs. I/We will be provided with an Accident Waiver and Release of Liability Form to obtain signatures from the event or usage participants. Such form can be duplicated as necessary.

My signature below verifies that I am authorized to make this request and furthermore, my receipt and full acknowledgement and understanding of the Site Use Agreement and what is expected of me as required and outlined in such agreement.

Requestor Signature: _____ Date: _____

Payment of fees and General Liability Certificate (when being used) must accompany application in order to be approved.

FOR DISTRICT USE ONLY

Checked availability with Building Supervisor on: _____ Buildings and Grounds Supervisor Notified on: _____
 Classification of User (circle one) I II Proof of Insurance Received Accident Waiver Provided
 Approved Disapproved If disapproved, reason: _____
 Base Fee _____ Deposit and/or Additional Charges _____ Received _____ Ck. No. _____
 Base Fee Waiver Approved Disapproved
 Serving of Food and/or Beverages Approved Disapproved Permit received _____
 Security is required Yes No Documentation provided _____
 Superintendent Signature: _____ Date: _____

Facility in suitable condition and items returned if applicable: Yes No If no, provide explanation here: _____

Buildings and Grounds Supervisor Signature: _____ Date: _____

Authorization for refund: _____ Date: _____

Deposit Refunded on: Yes No Date _____ If no, provide explanation here _____

FACILITY USE SITE USE AGREEMENT

1. **General Conditions:** This Agreement is entered into between _____ and the Pecos Independent School District for the use of _____ between _____ and _____. The above named User and School Facility agree, in consideration of the promises and representations made by User in the Application, all of which are deemed material and made by the User intending the School Facility to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. The Pecos Independent School District does not guarantee the suitability of the facility or of the facility's contents for the uses intended by the User. User agrees that in the event this Permit is canceled by User, or due to User's failure to meet Agreement requirements, refunds of any fees paid by User will be at the discretion of the Pecos Independent School District. Any change to this Site Use Agreement shall be made in writing at least two (2) business days prior to the date of the event and subject to approval by the Pecos Independent School District.

2. **Lawful Use:** The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the District, which are attached hereto (if any), the User shall abide by the following rules:
 - a) Litter and debris is not allowed. User shall keep the premises clean at all times.
 - b) The use of alcohol, illegal drugs and tobacco are prohibited on all school property at all times.
 - c) Firearms are not permitted on school property except by authorized law enforcement personnel.
 - d) For events that involve animals, all animals, must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times.
 - e) Open flames, including candles, torches and bonfires should not be allowed under any circumstances, however, the school district reserves the right to allow open flames, provided the User has secured approval prior to use by the fire marshal or other authority having jurisdiction.
 - f) Building exits shall never be blocked.
 - g) The Pecos Independent School District may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by the Pecos Independent School District, the User must arrange for and be responsible for payment of personnel or other arrangements and provide documentation to the District within five (5) days prior to the event that the arrangements have been made and that User has guaranteed payment to those providing those additional services. During the event all motor vehicles of participants must be parked in accord with all posted and/or painted restrictions.
 - h) Every effort shall be made to provide vehicle and pedestrian traffic management to insure safe and orderly movement of vehicles and people.
 - i) All care is to be taken in the design, placement and construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures to safeguard the safety of those building, using and disassembling such structures.
 - j) Putting up decorations or scenery or other major furniture is not allowed without prior permission. Decorations must be fire resistant whenever possible, cover no more than 20% of the wall area and never be placed within close proximity to incendiary sources. Use of nails and tacks are prohibited. Things can only be affixed by tape. When tape is used take care as some tapes may strip when removed. All tape and residue must be removed.
 - k) Care must be taken at all times to avoid the creation of tripping hazards or, if unavoidable, appropriate signage to warn participants of obstacles must be provided.
 - l) No hazardous materials, including pyrotechnic devices, fireworks, explosives, flammable materials or liquids, poisonous materials or plants, strong acids or caustics will be brought onto the premises or used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
 - m) Permission shall be denied for activities that would exceed the capacity of the facility or be in violation of fire or safety regulations. It shall be the responsibility of the User to make appropriate members familiar with the use of fire and other safety devices and procedures.
 - n) No 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 shall be brought onto the premises except with the express permission of school authorities and on proof of insurance of at least \$1,000,000 per occurrence naming the school or school district and the Authority as additional insureds. All such activities must be operated and overseen by persons experienced and, if applicable, certified to do so.
 - o) If playground equipment is to be used, the User must provide at least one adult supervisor for every fifteen (15) children.
 - p) The User of the facility shall provide signs and markers necessary to inform participants of safety rules.
 - q) The User is held responsible for the preservation of order. All children attending, or participating in, the event or activity must be supervised by responsible adults.
 - r) The User of the facilities shall be responsible for reasonable care of the facility and for proper conduct of members of the group.
 - s) Nothing shall be sold, given, exhibited or displayed for sale without prior permission from the Superintendent.

- t) When more than one (1) applicant requests the use of a facility for the same time, the applicant filing first shall be given first consideration. If a school program or calendar changes, the school program shall take priority, even if the activity has been scheduled. Every effort will be made to reschedule the activity as conveniently as possible when such cancellation has occurred.
 - u) The issuance of keys to facilities is disallowed. Arrangements must be made for opening and securing facilities.
 - v) The serving of food or beverages for immediate consumption in a school facility, other than in the cafeteria or teacher's lounge is not encouraged. Permission to serve food or beverages, other than in the indicated areas, must be specifically obtained from the building supervisor.
 - w) School building must be vacated by 12:00 midnight unless special permission is granted by the District.
 - x) Approval of a request for the use of the buildings or grounds confers no privileges for the use of any facilities other than those specifically stated in the application.
3. **Notice of Accidents:** All Users of school facilities shall give written notice to the school of any accident resulting in bodily injury or property damage to district property occurring on school premises or in any way connected with the use of the school premises within 24 hours of the accident. The notice must include details of the time, place and circumstance of the accident and the names, addresses and phone numbers of any persons witnessing the accident.
 4. **Damage of User's Property:** The Pecos Independent School District assumes no liability or responsibility for any personal property of the User or of its employees, agents, representative, guests, volunteers or invitees brought onto the premises during the term of this Agreement nor does the District assume responsibility for property left on the premises before, during or after the use of facilities.
 5. **Insurance:** General Liability insurance provided to the Pecos Independent School District by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to the Pecos Independent School District by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the Pecos Independent School District and its School Board as Additional Insureds, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with the event. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the Pecos Independent School District no later than 48 hours in advance of the requested use or this Site Use Agreement shall be canceled. Failure to secure acceptable liability insurance will cancel the use agreement. Any cost overruns for services or equipment will be billed to the lessee.
 7. **Use by Commercial Groups:** Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants in writing that the activity is not sponsored by the Pecos Independent School District.
 8. **Site Security:** The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the Pecos Independent School District's premises.
 9. **Fees:** The Schedule of Base Fees sets forth fees to be paid for use of the School Facility. In addition to the use fee, Users may be required to reimburse the Pecos Independent School District for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the premises, equipment and other school property. All fees shall be made by cash, check or money order and shall be made payable to the Pecos Independent School District with the application. It is not allowed to pay school employees directly for services in kind or in cash.
 10. **Clean-Up:** All Users of school facilities must provide prompt and thorough clean-up and removal or storage of all special structures within 24 hours after the end of the event. No changes are to be made in the arrangement of school furniture property without explicit permission of the building supervisor. Users shall ensure that any furniture and equipment moved during the use of facilities is replaced. In the event of delay, the removal will be made by the District at the expense of the User resulting in forfeiture of deposit and other applicable fees. All litter and debris is to be removed off campus by the User.
 11. **Non-Assignability:** This agreement may not be assigned to another party without prior written consent of the Pecos Independent School District, which consent may be withheld by the Pecos Independent School District at its sole absolute discretion.
 12. **Choice of Law:** This agreement is to be governed and interpreted by the laws of the State of New Mexico.
 13. **Entire Understanding:** This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.
 14. **Statement of Information:** The undersigned, as a duly authorized representative of the User, states that to the best of his/her

- Windows secured
- Doors secured
- Trash removed
- Lights turned off
- Thermostat turned down to 60°
- A/C Turned off
- Floors cleaned
- Tables, Chairs, Counters and Desks wiped cleaned

SCHEDULE OF BASE FEES FOR LIMITED FACILITIES, EQUIPMENT & PERSONNEL

The following are only available to individuals or organizations who can demonstrate a clear correlation to the mission of the District.

FACILITY	DAILY FEE
Fees are for the facilities only and any normally required furniture/equipment. Prices are subject to change without notice	
Computer Lab	\$210.00
Specialized Classroom (science lab, etc.)	\$200.00
Office Space	\$200.00

EQUIPMENT & FURNITURE	DAILY FEE
Available on campus only.	
Camera	\$65.00
Camcorder and Tripod	\$85.00
Promethean Board	\$85.00
Screen	\$20.00
Overhead Projector	\$20.00
LCD Projector, Elmo, etc.	\$30.00
Portable PA System with microphone(s)	\$100.00
Stereo	\$45.00
Audio Cord/Speakers	\$10.00 ea
Television Monitor-27" with VCR/DVD on cart	\$50.00
White Board with stand	\$15.00
Flipchart with paper/pens	\$25.00
Desktop computer with monitor	\$100.00
Laptop	\$125.00
Printer	\$25.00
Staging 6x8 Section (Up to 6 sections/price per section)	\$25.00
Pipe and Drape (price per section)	\$25.00
Conference Phone (*Long distance charges apply)	\$15.00*
Chair	\$1.00
Table	\$5.00
Office Desk	\$25.00
Student Desk	\$2.00

SERVICES

Fax or Print Page \$1.00/sheet
Copy Charge \$0.10/copy
Postage Actual Cost

PERSONNEL SERVICES

Consult with Payroll & Benefits Specialist for Current Hourly Rates

Security, Custodial

Event Manager, Food Service Worker, PA Announcer, Equipment Operator

Food Service Manager, Maintenance/Technician

Technology Assistant

Administrators

Chief Financial Officer, Payroll Clerk, Bookkeeper

Academic Clerk, Secretarial Staff

Bus Driver, Activity Bus or Vehicle Driver

Counselors

Ancillary

Librarian, Teachers, Educational Assistants