

GENERAL CONDITIONS FOR FACILITY USE

1. User will comply with all State, federal, local and Jefferson City Public Schools' statutes, policies, regulations and ordinances, including but not limited to, all fire, safety, traffic, parking and public safety requirements ("Laws"). The property and facilities of Jefferson City Public Schools (JCPS) shall be used only for purposes that conform to, and in a manner consistent with, such Laws and only for the purposes as described herein. User shall comply with all directives from the Superintendent or his/her designee.
2. Smoking is not permitted in any facility. The sale, consumption or possession of alcoholic beverages shall not be permitted on the premises at any time. 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 use of profane language or gambling is not permitted in any facility.
3. A representative of the Organization must be present and supervising attendees at all times. The primary contact person listed on the application will be held responsible for the conduct of all attendees. Jefferson City Public Schools reserves the right to terminate Organization's use at any time if said representatives determine, in their sole discretion, Organization's use is or will be unruly, dangerous, destructive, excessively loud or inappropriate for the facility.
4. No use of district equipment shall be granted unless an instructor or attendant, approved by the District, is in charge of the rooms or equipment.
5. User shall be responsible for any damages to the facility caused by persons using the facility under this Agreement or otherwise arising from this Agreement.
6. Organization agrees to indemnify and hold harmless Jefferson City Public Schools, the Board of Education and its directors, officers, administrators, employees and agents, from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against Jefferson City Public Schools, the Board of Education or any of its directors, officers, administrators, employees or agents on account of or resulting from injury, or claim of injury, to person or property arising out of the Organization's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Organization. Organization further: (1) agrees that the Organization assumes all risk of loss, damage or injury to person or property arising from the Organization's use of the school premises described above; (2) releases Jefferson City Public Schools, its Board of Education, directors, officers, administrators, employees and other agents, from any and all claims arising out of the use of school premises as described above by the Organization and agrees not to sue, and (3) agrees to pay any taxes incurred by Jefferson City Public Schools arising from Organization's use of the facility.
7. User agrees to provide proof of comprehensive general liability insurance of not less than \$1,000,000 per occurrence which names Jefferson City Public Schools, the Board of Education, its directors, officers, administrators, employees and other agents as additional insured's, and complies with other requirements imposed by the Superintendent or his/her designee. Proof of insurance must be provided prior to the scheduled use and maintained throughout the use. In the event acceptable proof of insurance cannot be provided by the user, the agreement will be terminated and the event cancelled.
8. Failure to abide by the terms of this Agreement may result in the immediate termination of the Agreement by the Jefferson City Public Schools.
9. This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in Cole County, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in Cole County, Missouri. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but Cole County, Missouri without the express written consent of Jefferson City Public Schools.
10. This Agreement is the entire agreement, may be modified only by the written agreement of the User and Jefferson City Public Schools and may not be assigned by the User.