

RENTAL AGREEMENT

WINSTON R-VI SCHOOL BUILDING
200 WEST 3RD STREET
WINSTON, MISSOURI
(660) 339-6462

Date facility is needed: _____ Start time: _____ End time: _____

Group/Organization: _____

Primary Contact Name:

Phone Number: _____

Address: _____

City/State/Zip: _____

Secondary Contact Name:

Phone Number: _____

Address: _____

City/State/Zip: _____

Brief description of the requested facility use:

For Office Use: ____ Rental Fee Submitted, ____ Deposited Submitted, ____ Proof of Insurance Submitted

Facilities are available to rent on school days (6:00 pm to 9:00 pm) and non-school days (6:00 am to 9:00 pm) when available. District-sponsored activities take precedence over rentals and rentals may be canceled if necessary to reschedule a school activity. District facilities are closed for rental during published holidays and when school is closed for inclement weather. The District may cancel events on non-school days due to inclement weather.

The rental fees are listed below. The rental fee is for the use of the specific area and utilities. The school district reserves the right to revise or waive rental fees at any time.

- \$10/hour - cafeteria, \$30/day minimum, \$100/day maximum
- \$50/day – for use of kitchen appliances
- \$25/hour - gym, \$250/day maximum

The renter is responsible for the clean-up and restoration of the building to its original condition. A separate cleaning/damage deposit of \$100 per rental is due at the time of rental and will be returned to the renter after inspection of facility for clean-up and restoration of the building to its original condition and keys are returned.

The Renter agrees to provide proof of comprehensive general liability insurance of not less than \$1,000,000 per occurrence, which names Winston RVI School District as an added insured. This agreement is automatically canceled if the 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 individual can arrange for procurement of Special Event insurance. *Special Event coverage can be purchased from M.U.S.I.C. online at www.musicprogram.org, under "Coverages and Services", then "Coverage", and last "Special Events Coverage".* **SEARCH FOR A VENUE: WINSTON HIGH SCHOOL**

The building is not rented until fees are paid, proof of insurance and cleaning deposit is received.

The renter is responsible for any damage that should occur to the building or premises while it is being occupied, including any additional costs to repair damages. Alcoholic beverages, drugs, tobacco products or vaping products shall not be

brought upon, sold, or consumed on school grounds. It is unlawful for any person that is in a drunken or intoxicated state to enter a school building. Smoking is not permitted on school grounds.

While using the gym floor, only clean soft-soled non-marking shoes or sock feet are allowed to be used.

All groups using building facilities shall be under adult leadership or supervision. At least one adult shall be present from the time of arrival until all persons leave the building.

Failure to abide by the terms of this Agreement may result in the immediate termination of the Agreement by the school district and loss of deposit. Winston RVI School District has 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. This agreement may be voided if the building should be needed by the Winston R-VI School for unexpected or rescheduled school functions.

Cancellations are accepted up to 2 weeks prior to the facility use. A full refund will be made unless the school district 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 2 weeks prior to use.

Signature of Primary Contact Person

Date

Signature of Superintendent

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

We _____ covenant and agree to protect, defend, indemnify, save and hold
(Group/organization renting building)

harmless the Winston School District, its board members, administrators, teachers, agents, employees and volunteers from and against any claims arising out of the use or condition of the premises mention herein.

The undersigned shall defend, indemnify and hold harmless the Winston School District, its board members, administrators, teachers, agents, employees and volunteers from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with conditions or use of the premise during the period specified above in the rental agreement. This agreement to indemnify and hold harmless includes but is not limited to all claims including expenses arising out of any failure of the contractor, vendor, organization, or group in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance.

Signature of Primary Contact Person

Date