



# Dexter Consolidated Schools

PO Box 159  
Dexter, New Mexico 88230  
575-734-5420 (fax) 575-734-6813

## COMMUNITY USE OF SCHOOL FACILITIES

### APPLICATION AND SITE USE AGREEMENT

Selected facilities at Dexter Consolidated Schools are available for public use from 8am to 8pm  
Any building use after 8pm must provide district-approved security on site during event  
Usage Fee: \$100 plus \$50 refundable deposit if all requirements are met. Keys will be issued by the school office and must be returned by the agreed upon date indicated below. Failure to return keys by the agreed upon date will result in forfeiture of entire deposit. Keys should never be given to other individuals or doors be unlocked for any activities other than the one requested below. Violation of this will result in denial of future requests to use school facilities.

### APPLICATION

Application Date: \_\_\_\_\_ Commercial Group? Y N

Organization Name ("User"): \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Cell Phone: \_\_\_\_\_

Event Contact Person [Person Responsible for Site Security during the Event]: \_\_\_\_\_ Event Contact Cell Phone: \_\_\_\_\_

Facility/Facilities Requested: \_\_\_\_\_

Nature of Proposed Use: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Is Set-Up Time Required? Y N Date & Time Requested for Set-Up: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_ Will Admission be Charged? Y N

Will Food Be Served? Y N

Keys Issued Y N Date Keys Will Be Returned By \_\_\_\_\_

**I agree to all provisions of the Site Use Agreement and the Exhibits hereto are incorporated herein by reference. I hereby certify that I am authorized to make this application and to make all representations on behalf of the group/organization using the aforementioned facilities**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**SITE USE AGREEMENT**

**1. General Conditions:** This Agreement is entered into between Dexter Consolidated Schools and \_\_\_\_\_ on \_\_\_\_\_ for the use of \_\_\_\_\_ (“User”) \_\_\_\_\_ (Date) \_\_\_\_\_ (Rooms or Areas to be Used) between \_\_\_\_\_ and \_\_\_\_\_ (Time and Date) \_\_\_\_\_ (Time and Date).

The above named User and Dexter Consolidated Schools 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. Dexter Consolidated Schools 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 Dexter Consolidated Schools. Any change to this Site Use Agreement shall be made in writing at least five (5) business days prior to the date of the event and subject to approval by Dexter Consolidated Schools.

**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 Dexter Consolidated Schools, the User shall not:

- a) Allow any person under the age of 18 possession or use of the facility keys.
- b) Allow litter or debris and shall keep the premises clean at all times.
- c) Allow use of alcohol, illegal drugs and tobacco which are prohibited on all school property at all times.
- d) Allow guns on school property except for those in the possession of duly certified law enforcement personnel.
- e) Use the facility without providing security as required by the school facility for the type of function they have planned.
- f) Allow use of fog machines.
- g) Allow use of inflatables inside the building (slides, bounce houses, etc.).
- h) Allow events involving animals.
- i) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by Dexter Consolidated Schools or other official having jurisdiction.

- j) Allow building exits to be blocked for any reason.
- k) Allow parking except in designated areas.
- l) Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.
- m) 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.
- n) Allow non-fire resistant decorations cover more than 20 percent of the wall area with decorations. Decorations shall never be placed within close proximity to incendiary sources.
- o) Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.
- p) Allow hazardous materials, including pyrotechnic devices, 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 the fire marshal or other authority having jurisdiction.
- q) 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 Dexter Consolidated Schools and on proof of insurance carried by the User written by a company acceptable to the New Mexico Public School Insurance Authority (“Authority”) of at least \$1,000,000 per occurrence naming the school facility as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so.
- r) Allow use of playground equipment or gymnasium.
- s) Use the school facility without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- t) Allow access to areas not specified for use in the Site Use Agreement.
- u) Allow access to any one to School Facilities without securing an Accident Waiver and Release or Liability Form.

**3. Notice of Accidents:** All users shall give written notice to the school facility of any accident resulting in bodily injury or property damage occurring on school facility premises or in any way connected with the use of the school facility premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

**4. Damage to User's Property:** Dexter Consolidated Schools assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

**5. Parking and Security:** Dexter Consolidated Schools may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by the School Facility, the User must arrange for and be responsible for payment of personnel or the other arrangements necessary to provide those additional parking and/or security requirements. User must provide proof 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.

**6. Insurance:** General Liability insurance provided to Dexter Consolidated Schools by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to Dexter Consolidated Schools 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 School Facility and its School Board, Board of Trustees or Governing Body 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 Dexter Consolidated Schools no later than 48 hours in advance of the facility use or this Site Use Agreement shall be cancelled.

**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 Dexter Consolidated Schools.

**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 Dexter Consolidated Schools premises.

**9. Fees:** The attached application sets forth fees to be paid for use of the School Facility. In addition to the use fee, users may be required to reimburse Dexter Consolidated Schools for special services such as setting up tables and chairs, or abnormal wear and tear on the premises, equipment and other school property. All fees shall be made by check or money order and shall be made payable to Dexter Consolidated Schools. **It is inappropriate to pay school employees directly for services in kind or in cash.** The fees are payable to Dexter Consolidated Schools with the Application.

**10. Keys:** After the application is approved, keys will be issued by the school office. Keys must be returned to the issuing office by the agreed upon deadline. Failure to return keys by the agreed upon deadline will result in forfeiture of entire deposit. Keys should never be given to other individuals or doors be unlocked for any activities other than the one listed below. Violation of this will result in denial of future requests to use school facilities.

**11. Clean Up:** Users of school facilities shall provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced. If the facilities are left in the original condition and the key is returned, up to \$50 will be refunded. The building administrator will determine whether the facility was left in original condition.

**12. 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 Dexter Consolidated Schools at its sole and absolute discretion.

**13. Choice of Law:** This agreement is to be governed and interpreted by the laws of State of New Mexico.

**14. 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.

**15. Statement of Information:** The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the School Facility, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

**16. Release: User accepts School Facility's' premises and adjoining areas as is and releases and discharges Dexter Consolidated Schools, the Board of Trustees, School Board, or other Governing Body and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Site Use Agreement including but not limited to User's use of the premises and the adjoining areas, including parking areas. Users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on the attached form. User understands that this Site Use Agreement can be cancelled and the event terminated if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.**

User's Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Printed Name: \_\_\_\_\_

**Approved?    Yes    No**

Building Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Activities Director: \_\_\_\_\_ Date: \_\_\_\_\_

## COMMUNITY USE OF SCHOOL FACILITIES

### **Non-scholastic Sport Users Certification**

As a condition of permitting nonscholastic youth athletic activity in practice or preparation for an organized athletic game or competition against another team, club or entity to take place on School District property, the Superintendent requires the person offering the nonscholastic youth athletic activity to sign this certification that the nonscholastic youth athletic activity will follow the brain injury protocols established pursuant to 22-13-31.1 NMSA 1978. This form shall certify that coaches and youth training, and information regarding brain injury is to be provided to them as well as parents or guardians. Signatures will be received from the parents or guardians confirming receipt and understanding of the training and information before a youth participates in any activity.

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**Print Name**

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**Signature**

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**Date**

I hereby certify that I am authorized by user to make this certification and to make all representations on behalf of:

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**Non-scholastic Sport User Organization**

#### ***Non-scholastic requirements under SB137***

1. Youth athletic leagues shall ensure coaches receive training in concussion awareness and management (to be completed annually).
  - a. NFHS Concussion Course: <http://nfhslearn.com/courses/61037/concussion-in-sports>
  - b. Coach Fact Sheet: [http://www.nmact.org/file/Facts\\_4\\_Coaches.pdf](http://www.nmact.org/file/Facts_4_Coaches.pdf)
2. At the beginning of each athletic season youth athletic leagues shall provide a brain injury information sheet to parents and athletes to be signed and submitted prior to participation.
  - a. NFHS Concussion Course for Students: <https://nfhslearn.com/courses/61059/concussion-for-students>
  - b. Family Fact Sheet: [http://www.nmact.org/file/Facts\\_4\\_Families.pdf](http://www.nmact.org/file/Facts_4_Families.pdf)
3. Coaches must immediately remove athletes from participation when signs/symptoms of a concussion are present.
4. Coaches must not allow youth athletes to return to play for a minimum of 240 hours and must be released by an appropriate medical professional (MD, DO, PA, CNP, PT, Licensed Psychologist, Licensed Athletic Trainer).

***This form and additional resources can be found by clicking <http://www.nmact.org/sports-medicine-advisory-committee>***