

**SUPERINTENDENT**

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COMMUNITY USE OF  
SCHOOL FACILITIES FOR ATHLETIC ACTIVITIES

REQUEST FOR USE OF SCHOOL FACILITIES

**APPLICATION FOR USE OF PUBLIC SCHOOL BUILDING**

Application Date: \_\_\_\_\_

Name of Organization/Group/Person making the Request ("User"): \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No : \_\_\_\_\_

Contact Person(s): \_\_\_\_\_ Contact phone/mobile: \_\_\_\_\_

**(Review the attached conditions to determine eligibility, fee and commitments before proceeding.)**

Type of Event: \_\_\_\_\_ For Profit or Non-Profit: \_\_\_\_\_

Non-Profits must attach up-to-date non-profit certification issued by a governmental agency.

Building Requested: \_\_\_\_\_ Date: \_\_\_\_\_ Start Time: \_\_\_\_\_

If multiple events, locations, dates and times, attach a schedule with dates, times and locations.

Number of Hours: \_\_\_\_\_ **Number of hours will determine availability.**

**Admission Fee**, if Any, for observers: \_\_\_\_\_ Number of persons expected to attend: \_\_\_\_\_

**Participation Fee**, if any, for event participants: \_\_\_\_\_ Number of expected participants: \_\_\_\_\_

Does request include the use of the Cafetorium? ( ) YES ( ) NO

Does request include the use of equipment, other than that available in the facility requested?

( ) YES ( ) NO If yes what equipment: \_\_\_\_\_

( ) Request for waiver of fees based on hardship or approved partnership with the District:

Reason: \_\_\_\_\_

If permission is granted, I (we) hereby certify that the above information is true and correct and that I (we) hereby agree to strictly adhere to the rules and regulations of the Española Public School Board of Education governing the Use of the Public School Buildings as set forth on the conditions attached.

Signature of Applicant: \_\_\_\_\_

( ) Tentative Approval: \_\_\_\_\_  
Signature of Principal

( ) Tentative Disapproval \_\_\_\_\_  
Signature of Principal

Principal approval denotes availability of facility only.

Principal will submit this request to the Superintendent for processing, only if facilities are available On date(s) requested.

### SITE USE AGREEMENT

You have been ( ) Granted ( ) Not Granted Approval for use of the school building for the purpose

Of \_\_\_\_\_ on \_\_\_\_\_ between the hours of \_\_\_\_\_ to \_\_\_\_\_

Capacity restricted to \_\_\_\_\_ participants. Additional authorizations, restrictions or requirement may be attached to this document.

In accordance with specific conditions understood and signed by you, the following applies:

Cash Fee \$ \_\_\_\_\_

Cash Deposit \$ \_\_\_\_\_

If applicable, waiver of Fees: ( ) Approved ( ) Disapproved

(Payment to be made in advance) deposit refundable after inspection by school officials and determination made of; No damage or claim against the User(s) – Otherwise, claim will be charged or negotiated.

#### Additional Instructions:

- Cash Fee and/or Deposit shall include actual fees for supplies and cleanup expenses provided by the District, including but not limited to actual custodial expenses, paper towels, tissue, soap, etc.
- All athletic competitions must be refereed by at least one certified referee, with documentation provided to the District.
- All athletic competitions must have at least one certified security guard, with documentation provided to the District.

**Insurance:** User must obtain purchase liability insurance of no less than \$1,000,000 per occurrence for the event with the District named as an additional Insured. User shall deliver any Certificates of Insurance along with a copy of the Additional Insured endorsement to the School Facility no later than 48 hours in advance of the first facility use or this Site Use Agreement shall be cancelled.

General Liability insurance provided to the School Facility by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance provided to the School Facility 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 District and its Board of Education 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.

Have you purchased Liability Insurance? ( ) YES ( ) NO

What is the name of your Liability Insurance Company? \_\_\_\_\_

**Damage to User's Property:** The School Facility 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.

**Release and Indemnification:** User accepts School Facility's' premises and adjoining areas as is and releases and discharges the School Facility, the School District, the School Board, and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys' 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. The User holds harmless the School Facility, the School District, the School Board, and each of their agents, employees and representatives and indemnifies same from all claims, unless caused by the willful acts or omissions or gross negligence of the School Facility, the School District, the School Board, and each of their agents, employees and representatives. The liability of the School Facility, the School District, the School Board, and each of their agents, employees and representatives shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended. 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent/Designee: \_\_\_\_\_ Date: \_\_\_\_\_