

Building Usage Agreement

Subject to acceptance of this request by the Board of Education of the City of Albuquerque, New Mexico, (the "Licensor"), Licensee hereby agrees to the following terms and conditions.

1. The maximum number of people using said school or facility shall be within the occupancy limits of the area, including the designated parking, which should be within the local fire codes, and Licensee agrees to the same.
2. Licensee shall defend, save, hold harmless and indemnify Licensor from any and all claims for the loss, damage or injury to any person or property from Licensee's use of the said school or facility.
3. Licensee shall be responsible for any and all loss, damage or injury that might be the result of Licensee's activities being conducted at said school or facility. Licensee will possess a liability insurance policy with minimum limits of one million dollars (\$1000,000.00). Licensee will add Albuquerque Public Schools as an additional insured to the liability insurance policy whenever licensee is using Albuquerque Public School property.
4. Licensee shall, within ten (10) days prior to the use of facilities, pay the charges as determined in accordance with the attached Schedule of Rates and Charges, upon receipt of invoice for Licensee's use of said school or facility, including a reasonable charge to cover utility, maintenance, and replacement costs. (See APS Board of Education Policies at section K.03 Community Use of Buildings, Grounds, and Equipment, page 115 of 123.)
5. In the sole discretion of Licensor, Licensee **will be** required to present evidence of liability insurance, in such amount and form, as required by Licensor, within five (5) days of execution of this agreement; and, in accordance with the Building and Grounds: Non-School Use of APS Facilities Other than Schools, non-profit organizations are required to produce their 501(C)3 status. Licensor reserves the right, in the event of a failure to provide evidence of insurance, to cancel this use agreement.
6. Licensee agrees to be responsible for all costs, attorney's fees and expenses incurred by Licensor in enforcing its rights pursuant to this use agreement, or in pursuing all available remedies which may be allowed herein or at law in equity.
7. Licensor reserves the right to cancel this use agreement at any time for any reason including a conflict with use for school purposes or a determination that licensee's use of school facility is inappropriate.
8. Licensee must notify Licensor at the time this agreement is signed if there will be any reasonable accommodations needed by a person(s) with a disability.
9. **LICENSEE SHALL NOT PAY ANY SCHOOL EMPLOYEE DIRECTLY.** Licensee shall pay security, custodial and or other personnel cost upon receipt to Licensor. Check or money orders shall be made payable to Albuquerque Public Schools.
10. **Licensee must agree to the Non-Scholastic Sport Users Certification under the New Mexico SB137 Legislation.** As applies.

