## Woodside Elementary School District 3195 Woodside Road, Woodside, CA 94062 650-851-1571 ~ fax: 650-851-5577 www.woodsideschool.us

### POSSESSION AND USE OF FACILITY KEY AGREEMENT

I, the undersigned, as duly authorized representative for \_\_\_\_\_\_ (*hereinafter referred to as the "User Group"*), agree to the following terms and conditions, in consideration for being entitled to possess and use a facility key for access to the facilities of the Woodside School District, in connection with \_\_\_\_\_\_ (*name of event or activity*) between dates of \_\_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, 20\_\_\_\_.

# Responsibilities of the User Group and its Designated Key Holder

The User Group must identify one individual as the Designated Key Holder, who will be responsible for the possession, safe-keeping, use, and timely return of the facility key. No one besides the Designated Key Holder may possess or use the key. The User Group may not designate a different Designated Key Holder without first notifying the District in writing.

The key shall only be used to access District facilities for the events and/or activities described above. Any use of the key to access school facilities outside of those designated uses, any transfer of the key to someone who is not the Designated Key Holder, any failure to lock the facilities after use, or any other willful or negligent use of the key will result in immediate termination of this agreement and may result in the District revoking User Group's permission to use the facilities entirely.

If the User Group learns that the key has been copied or distributed without permission from the District, or if the key is misplaced, lost, or stolen, the User Group shall immediately inform the District. If the District incurs any expenses as a result—including, but not limited to, key or lock replacement—User Group shall fully compensate the District for those expenses.

To ensure the safety of all visitors, the Designated Key Holder will ensure all users and visitors have vacated the facility and after the conclusion of the event or activity, and will properly close and lock the facility.

#### Termination

The District may revoke this agreement at any time, for any reason. At the end of the term of this Agreement, or upon termination by the District, whichever comes first, the User Group must return the key to the District within one week. Failure to return the key may be reported to law enforcement, as appropriate.

#### Hold Harmless and Indemnification

The User Group agrees to indemnify, hold harmless, and defend the Woodside School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred as a result of this agreement, consistent with but independent from the Hold Harmless Agreement and Save Harmless Agreement and Covenant Not to Sue components of the Facility Use Application, including any claims or demands alleging a misuse of the key or other breach of this agreement by anyone.

# FOR THE USER GROUP

lame:	
(Please Print)	
uthorized Agent:	
(Signature)	
ate:	
OR THE WOODSIDE SCHOOL DISTRICT	
ame:	
(Please Print)	
uthorized Agent:	
(Signature)	
ate:	

# Designated Key Holder(s) Contact Form

( )

Name

Phone Number

Key Number

Signature