SAMPLE: Emergency Building Use Agreement

THIS AGREEMENT is made and entered by and between＿＿＿＿＿＿＿＿＿＿＿＿Schools,

District #＿＿＿＿＿＿, Address＿＿＿＿＿＿＿＿＿＿＿＿＿＿, of ＿＿＿＿＿＿＿＿ County, Minnesota

("School District") and ＿＿＿＿＿＿＿＿＿＿, Address ＿＿＿＿＿＿＿＿＿＿＿＿ of ＿＿＿＿

＿＿＿＿ County, Minnesota ("Shelter Provider").

RECITALS

WHEREAS, the Shelter Provider is authorized and empowered to enter into leases and buildings use agreements; and

WHEREAS, if the School District should need to evacuate students or staff from one of its school buildings or grounds due to an emergency, the School District desires to identify a site where residents or staff may be housed until they can be released. Since the Shelter Provider has a building that could act as a temporary shelter, it is reasonable to set up an agreement outlining the terms of an emergency building use agreement; and

WHEREAS, the School District desires to enter into an agreement for the emergency use of the building for staff and students on the terms and conditions hereinafter set forth; and

WHEREAS, the Shelter Provider understands and agrees that after meeting its responsibilities to its primary usage, it will permit the School District to use its physical facilities as a shelter for students or staff in case of disaster or other emergency;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1.	The School District shall replace or reimburse the Shelter Provider for goods or supplies that may be used in the School District's conduct of shelter activities.

2.	The School District shall exercise reasonable care in the use of Shelter Provider's facilities and shall reimburse the Shelter Provider for any damage to the physical facilities directly caused by these shelter activities.

3.	The Shelter Provider shall make reasonable efforts to make a building available for emergency shelter use by the School District with minimal notice.

4.	This Agreement shall commence upon the date of execution by both parties. This Agreement will remain in full force and effect, but may be terminated by either party at any time upon 30-day written notice to the other.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and agree to each and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

＿＿＿＿＿＿＿＿＿＿＿＿ **PUBLIC SCHOOLS**   ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

By:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿   By:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿
Authorized representative/position   Authorized representative/position

＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿   ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿
Date   Date