NON-SCHOOL BUS USE AGREEMENT

The following terms and conditions will govern the use of buses owned by Sheridan County School District No. 2 (the "District") by persons and entities desiring to use the same for non-school related functions ("Lessees").

- 1. The use of buses for non-school purposes will be limited to trips within the State of Wyoming, unless the request is in support of an emergency as determined by the Superintendent or his or her designee. All non-emergency requests must be made at least fourteen (14) calendar days prior to the requested date of the trip, so the Superintendent can determine whether the request can be accommodated and whether the same is within the best interest of the District.
- 2. Trips will be limited to a single 24 hour day unless specifically authorized by the Superintendent or as required by an emergency.
- 3. Buses will be driven by District drivers in possession of current commercial driver's licenses. More than one driver may be assigned as deemed necessary or advisable. District bus drivers will make all decisions with respect to operation of the bus. The District and/or its drivers shall make all decisions regarding the safety and/or necessity to operate the bus during questionable driving conditions. Lessee agrees to abide by the decisions of the School District and/or its bus drivers in this regard.
- 4. Lessee agrees to reimburse the District for all driver costs, including but not limited to, pre-trip and post-trip inspections, driving and waiting time, meals, lodging, benefits and any other necessary and reasonable expenses. Lessee also will be charged and will pay to the District the District's current per mile rate, measured from the District's Transportation Department and the return to the Transportation Department.
 - 5. Lessee agrees to hold the District, its agents, employees and representatives, harmless from and to indemnify them for any liability, cost, expense and fees arising from:
 - a. Any claim, demand or cause of action, of any kind or nature, for any injury to or death of any person or;
 - b. Any loss or damage of property occasioned by, arising from or occurring in connection with the use of the District's bus or;

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- The negligence or intentional conduct of Lessee, its agents, employees, representatives or guests, save and accept the negligence or intentional conduct of any employee of the District.
- 6. Lessee, its agents, employees, representatives and guests will adhere to and abide by the District's rules and regulations regarding use of school buses, particularly those prohibitions against the use or possession of alcoholic beverages, tobacco/nicotine products and non-prescribed controlled substances on the bus. The same policies and regulations which apply to students also apply to other passengers in the event of a non-school use of a bus.
- 7. Approval of the use of a District bus is entirely within the discretion of the Board of Trustees. The District will not be held liable for any loss, damage or expense in the event of any change, cancellation or other event which prevents the District from providing the bus or driver or which makes the same impracticable or, for any reason, not in the best interest of the District.
- 8. Lessee will be responsible to clean the bus after use and to return it to the District in the same condition as when Lessee received it. Lessee will be responsible for any and all costs to clean the bus. Lessee shall also be responsible for all costs associated with towing the bus, if necessary, and all costs associated with any repair necessary as a result of Lessees' use of the bus. If it becomes necessary to cancel the trip for any reason, Lessee shall provide notice to the District at least 24 hours prior to the planned time of departure. If such notice is not given at least 24 hours prior to the planned time of departure, Lessee will pay all costs that the District incurs as a result of the cancellation.

See also policies:

GBEC - Alcohol-Free Schools KFA - No Smoking or Use of Tobacco Products

First Reading: 2-5-24 Second Reading: 3-4-24