

CONTRACT FOR USE OF SCHOOL BUILDINGS AND GROUNDS*Springfield Platteview Community Schools*

This contract for use of district facilities is between Sarpy County School District 77-0046 and (Name and Mailing Address)

To finalize this contract, the party using the facility is required to complete the following forms:

1. Contract for Use of School District Buildings and Grounds _____
2. Application for School Building Space _____
3. Release and Indemnification Agreement _____

Also, at the discretion of building administrators and/or the superintendent's designee, the party using the facility may need to provide proof of insurance and/or an advanced deposit.

Both parties to this contract agree to the following terms

1. The party using the facility or grounds shall be responsible for any liability suit filed by any person(s) who was (were) present in the facility at the time of use.
2. There shall be no alcoholic beverages or drugs permitted in or around the school facility, either prior to, during or immediately following the activity for which the facilities are being used.
3. There shall be no smoking permitted on any district campus.
4. If two different groups use the same facility on a given date, each group shall be considered as an individual party and each shall be responsible for a separate maintenance fee.
5. A \$100 deposit may be required prior to use of the gym to cover either damage or loss of district property or equipment. This deposit will be refunded to each party at the end of the contract period, provided there is no damage or loss. However, any party using the facilities will be held responsible for the total cost of damage or loss, regardless of the activity.
6. Unless otherwise approved, the total fee plus maintenance costs, plus deposit, will be paid to the district, prior to or on the first date of use. A party must provide a complete schedule at that time also.
7. The party using the facilities/grounds shall be responsible to leave the facilities in the same condition that it was when the party arrived. If used, the gym floor is to be swept; all equipment is to be properly placed in the location designated for storage; and any paper or other debris cleaned up.
8. There is to be no one permitted in any other area other than those areas that were requested for use.
9. Equipment that has not been made available to the party under this agreement shall not be used.
10. If any school personnel are needed as part to this contract, it shall be stipulated in the contract, and payment for services is the responsibility of the party requesting facility use.

- 11. Failure to comply with the above provisions shall result in the cancellation of existing and all future facility use contracts with that party.
- 12. All arrangements for the use of the building(s) shall be made with the building principal, superintendent or his/her designee.
- 13. The fees for the use of school district facilities shall be calculated by the Administration, so that the use of those facilities is comparable with charges for similar private facilities, while assuring that the costs of utilities and scheduling are paid. It is the intent of the fee structure that district residents receive a benefit of reduced fees because of their support of the district with property taxes. The fees and maintenance costs for use of school district facilities or grounds are as follows:

Fees

Organizations/Individuals within District 46:	<u>Nonprofit</u>	<u>For Profit</u>
Cafeteria (any building)	\$ 100.00	\$ 200.00
PHS Auditorium	400.00	600.00
Gymnasium (per gym)	150.00	300.00
Stadium (Track, Football field)	300.00	500.00

Organizations/Individuals outside District 46:

High School Cafeteria	\$400.00
Gymnasium (per gym)	600.00
Auditorium	1,000.00
Elementary & Jr. High Gym/Cafeteria	400.00
Stadium (Track, Football field)	1,000.00

Maintenance/Supervision Costs Not Included In Fees

\$25/hour for weekend supervision and maintenance (required on weekends)

\$25/hour for overtime (during week) (Not all use during week will require overtime)

The stipulations as listed are agreed to by the party requesting facility use and the contracting party agrees to use the facility on the basis outlined in the contract.

Principal or designee signature

Sponsor for organization requesting facility use

Date

Date

RELEASE AND INDEMNIFICATION AGREEMENT*Springfield Platteview Community Schools*

In consideration of the undersigned being allowed or granted permission to use Sarpy County School District 77-0046 a/k/a Springfield Platteview Community Schools (hereinafter referred to as "SPCS") buildings, grounds, facilities or equipment, the undersigned hereby releases and waives any and all claims, demands, causes of action, suits, debts or damages which the undersigned has or which may in the future accrue, for all personal injuries, known or unknown, or injuries or damage to property, caused or arising out of the undersigned's use of SPCS building, grounds, facilities or equipment.

Additionally, in consideration of the undersigned being allowed or granted permission to use SPCS buildings, grounds, facilities or equipment, the undersigned hereby covenants to indemnify and save harmless the SPCS buildings, grounds, facilities or equipment. The undersigned acknowledges that the party using the facility maintains adequate liability insurance and will provide a copy if required.

The undersigned acknowledges and agrees that without executing this Release and Indemnification Agreement permission would not be granted to use SPCS buildings, grounds, facilities or equipment. The undersigned further understands and agrees that this Release shall be binding on the undersigned, and the undersigned's heirs, executors, administrators or assigns, and that by executing this Release and Indemnification Agreement, the undersigned is hereby releasing and agreeing to indemnify SPCS all of its present or future Board members in their individual or official capacities, and all of the school district's employees or agents in their individual or official capacities, and all successors thereto.

SPCS does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenters, or materials disseminated as part of the program of the

person or persons or entity allowed access to SPCS facilities, and remains totally neutral with regard thereto.

The undersigned acknowledges having read this Agreement, understands the rights which are being waived or released hereby, understands the indemnification obligation assumed hereby, and executes the same voluntarily and with full knowledge of its significance.

DATED this _____ day of _____, 20 .

NOTE: THIS DOCUMENT HAS SIGNIFICANT LEGAL RAMIFICATIONS AND SHOULD BE CAREFULLY READ AND UNDERSTOOD. IF THERE ARE ANY QUESTIONS, THE SIGNER OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN ATTORNEY.

APPLICATION FOR USE OF SCHOOL BUILDING SPACE AND/OR GROUNDS
Springfield Platteview Community Schools

APPLICANT _____ DATE _____

CONTACT PERSON _____ PHONE _____

BUILDING/GROUND REQUESTED _____

AREA NEEDED _____

DATE OF PROPOSED ACTIVITY _____ TIMES _____

TYPE OF MEETING OR ACTIVITY, PLEASE EXPLAIN FULLY _____

WILL ADMISSION BE CHARGED? _____ YES _____ NO

IF YES, AMOUNT \$ _____ ANTICIPATED ATTENDANCE _____

WILL FOOD/BEVERAGES BE SERVED? _____ YES _____ NO

I AGREE TO FOLLOW ALL RULES AND POLICIES IN THE USE OF THE SCHOOL FACILITIES AND PLEDGE THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE. MY SIGNATURE INDICATES I HAVE READ THE RULES FOR USE OF FACILITIES, INCLUDING FEES AND COSTS, AND I HAVE READ AND SIGNED THE CONTRACT FOR USE AND THE RELEASE AND INDEMNIFICATION AGREEMENT.

SIGNED _____ DATE _____

PRINT NAME _____ PHONE _____

ORGANIZATION _____

PROOF OF LIABILITY INSURANCE REQUIRED: _____ YES _____ NO

IF YES, PLEASE ATTACH PROOF OF INSURANCE TO APPLICATION.

RENTAL FEE \$ _____

CUSTODIAL FEE \$ _____

OTHER FEES \$ _____

TOTAL DUE \$ _____

APPROVED BY:

ADMINISTRATOR _____ DATE _____

RULES FOR USE OF SCHOOL FACILITIES*Springfield Platteview Community Schools*

1. The school reserves the right to first claim to the use of school district property. Cancellations may be ordered by school district authorities, with or without notice.
2. The building principal reserves the right to demand sufficient time to fully investigate an application.
3. The party making application agrees to reimburse the district for any damage to school property by a person or persons attending the activity or meeting.
4. Rental agreements are NOT transferable.
5. Rental agreements may be cancelled by applicants with at least 24 hours notice. For Saturday and Sunday Activities, 48 hours are required.
6. Occupancy beyond the closing hour stated on the rental agreement may entail additional charges.
7. All payments are to be made to Springfield Platteview Community Schools Activities Fund.
8. Only the portion of the building/grounds specified in the rental agreement is to be used by the participants of the activity.
9. There shall be absolutely no smoking, use of possession of drugs, or use or possession of alcohol on any of the school facilities at any time.
10. Adult supervision is required at all times for all activities. The school district reserves the right to require additional security.
11. Permission to utilize any or all parts of the kitchen facility must be received by the Superintendent of Schools or the Food Service Director previous to a given activity.
12. Any group utilizing the PHS kitchen free of charge due to appropriate board policy or administrative waiver shall have a designee previously trained by food service staff to be ultimately responsible for all activities that occur.
13. If a group does not have a previously food service trained designee, and they wish to utilize the kitchen, an hourly supervision fee will be assessed to the group to have a kitchen staff member present during the activity.
14. Any consumable materials or items utilized from the kitchen will be charged back to the group accordingly.

Date of Adoption: April 14, 2010
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