

NOW THEREFORE, it is agreed by and between the parties as follows:

1. That the District will permit the User to use the facilities and/or equipment on the date(s) and time(s) and for the purposes noted above;
2. That the User will pay the District the charges noted above;
3. That this Application permits the use of only the area(s) and/or equipment noted, and, that if User uses any areas or equipment not noted above, the User agrees to pay the applicable rate for such use(s) plus an additional twenty-five percent (25%);
4. That the User agrees (a) to comply with all District policies, rules, and regulations that govern use of facilities; (b) to be financially responsible for any damages incurred to facilities, grounds, or equipment during the period of such use; (c) to have the Assistant Superintendent of Schools as the final determiner as to whether repair or replacement is the appropriate remedy for any damages; (d) to be wholly responsible for the supervision and control of all persons and activities during such use; and (e) to defend, protect, indemnify, and hold the District harmless for any and all claims, suits, actions, damages, judgments, or causes of action arising out of or in any way related to such use.
5. That, unless waived in writing by the District, the User agrees to provide a Certificate of Liability Insurance in the amount of one million dollars (\$1,000,000) naming Elkhorn Public Schools as an additional insured for the date(s) of use. In addition, the user holds the Elkhorn Public Schools harmless and agrees to indemnify against all injuries to participants and spectators.
6. That this Agreement may be cancelled for any of the following reasons: (a) failure of the User to pay applicable fees or charges for this use or any prior use; (b) failure of the User to reimburse the District for damages incurred during this use or any prior use; (c) evidence satisfactory to the District that User's use of the facility would violate a District policy, rule, or regulation or would be illegal; (d) any violation of the terms and conditions of this Agreement; (e) any change in the school activities that presents a conflict with the use; (f) any snow or ice accumulations that would require additional removal costs for the District; (g) failure of the User to maintain required liability insurance or failure to keep a current Certificate of Liability Insurance on file for the date(s) of use; or (h) any other event or circumstance which, in the opinion of the administration, necessitates cancellation of the use.
7. That in the event this Agreement is cancelled, the District shall not be responsible for any damages (including consequential damages) incurred by the User as a result of such cancellation.
8. That the access charge shall be used to compensate the District for expenses incurred in providing building access and for other normal overhead expenses, such as heating, air conditioning, lighting, and general maintenance services; and, that such charge does not include the assignment of a custodian to work exclusively for the User during the use;
9. That the User shall be responsible for providing labor related to setup, cleanup (except mopping, vacuuming, and emptying trash), and conducting of the use unless this Agreement expressly states otherwise under "Special Requests" above;
10. That in situations where no advanced cancellation notice has been received by the District and the User does not appear at the scheduled time, the custodian(s) assigned to such use shall remain available at the facility for one hour before securing the building, and, that a access fee will be assessed to the User for such time;
11. That District staff must be present when kitchen facilities, swimming pools, auditoriums, and other such areas (as may be determined by the administration) are being used, and, that when such additional staff are required to be present, the User shall reimburse the District for expenses associated with such additional staff;
12. That in the event of significant snowfall (or ice accumulation) prior to a use of District facilities, the District's operations and maintenance supervisors shall make a determination as to whether or not snow (or ice) removal is required, and, if such is required (and if such removal is not necessary for other school-related activities) the scheduled use shall be canceled, or, if mutually agreed to by the User, the snow (or ice) will be removed by District personnel and an additional charge for such will be assessed to the User.
13. That all snow (or ice) removal on school District property must be made by school District personnel or by properly insured independent contractors approved by and working for the District, and that the User will not be permitted to engage in snow (or ice) removal activities nor will the User be permitted to hold activities on school property without proper snow (or ice) removal;
14. That the User will make all reasonable efforts to ensure that vehicles parking on school grounds as part of this use shall be properly parked, and, that vehicles that are improperly parked shall be subject to towing from school grounds at the owner's expense, and that improper parking shall include, but not be limited to, parking in driveways or throughways, parking over painted stall lines, parking on sidewalks, and parking on grassed areas.
15. That the User will not permit nor acquiesce to any use of tobacco, alcohol, or controlled substances in school buildings or on school grounds.
16. That the User will be responsible for picking up a key prior to use and returning the key on the next school day following use.
17. That the User will provide a roster of all members of an athletic team using the facilities complete with the name, address and school attended by the student. A team roster with less than 50% of Elkhorn residents will not be allowed to use the facility as a community non-profit group. Applications for teams with less than 50% of Elkhorn residents will be considered on a rental basis only as a community profit group.

All fees are for the first three hours of use. Additional fees are charged for each extra hour calculated at the fractional rate of the three-hour fee.
User Fee: Groups may be charged an additional \$5.00 access fee per use. The access fee is in addition to any rental fee a group might be charged.

<i>Updated 8/2012</i>	<u>Community Non-profit</u> <i>(First Three Hours)</i>	<u>Community For Profit</u> <i>(First Three Hours)</i>
Elementary School Gym	\$50	\$75
Middle School Gym	\$80	\$120
High School Gym	\$150	\$225
Cafeteria or Multi-purpose Room	\$50	\$75
Middle School Stadium	\$200-\$800	\$400-\$1,600
High School Stadium	\$400-\$1,600	\$800-\$3,200
Classroom	\$40	\$60
High School Auditorium	\$150	\$450
Athletic Fields other than Stadiums	<i>Determined on a field by field basis</i>	<i>Determined on a field by field basis</i>

SIGNATURE OF BUILDING ADMINISTRATOR

SIGNATURE OF CENTRAL OFFICE OFFICIAL

SIGNATURE OF USER

DATE

DATE

DATE