

APPLICATION FOR USE OF SCHOOL FACILITIES

Omaha Public Schools – Department of District Operational Services
3215 Cuming Street Omaha, Nebraska 68131-2024
Phone: 531-299-9835 FAX: 531-299-0412

APPLICATIONS WILL BE APPROVED OR DENIED AND NOTICE SENT TO APPLICANT AND SCHOOL PRINCIPAL. APPLICATIONS MUST BE RECEIVED BY THE DEPARTMENT OF DISTRICT OPERATIONAL SERVICES AT LEAST FIVE (5) WORKING DAYS PRIOR TO PROPOSED BUILDING USE DATE. SCHOOL DISTRICT RESERVES THE RIGHT TO APPROVE OR DENY THIS APPLICATION IN ACCORDANCE WITH APPLICABLE SCHOOL DISTRICT POLICY, REGULATIONS, PRACTICES AND PROCEDURES.

INSTRUCTIONS:

- A. Fill out blanks completely or XX blanks which do not apply to your request. An incomplete form may be rejected.
- B. Obtain building principal's approval for use of the facility on specified date(s).
- C. Send completed application to Department of District Operational Services (address listed above).
- D. Questions regarding the application should be directed to the address and phone extension listed at the top of this page.

***** PERMIT IS GOOD FOR CURRENT SCHOOL YEAR ONLY ***** NO SMOKING OR ALCOHOL PERMITTED *****

1. Official Name of Organization _____ Youth _____ Adult _____ Both _____
2. Proposed Use _____ Date of Application _____
3. School to be Used _____ Hours of Day _____ am/pm (to) _____ am/pm
(Includes Setup and Takedown Time)
NOTE: Custodial pay is based on ½ hour before and after time shown above plus any additional time needed for setup and clean up.
4. Space to be Used _____ Size of Group _____
5. Date(s) to be Used _____
(Day(s) of week and date(s))

(In case of series of meetings, specify all dates.)

6. Price of Admission: No _____ Yes _____ If yes \$ _____
7a. Special Equipment (Audio Visual): No _____ Yes _____
If Yes, explain _____
7b. Room Set Up Required: No _____ Yes _____
If Yes, explain _____
8. Refreshments to be served: No _____ Yes _____
If Yes, explain _____
(There will be a fee if kitchen facilities are needed.)

Commercial General Liability Policy

A certificate of insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 must be provided to the Department of District Operational Services before use of the facility. Omaha Public Schools must be named as the Additional Insured for General Liability.

NOTE: Additional terms and conditions of the Application are printed on the reverse side of this application. You should read these carefully. Your signature on this Application signifies that you have read all instructions and will guarantee adherence to the rules and regulations for the above group.

Applicant Authorized Representative (Print Name) _____ (Signature) _____

Applicant Address _____ Zip Code _____ Applicant Phone _____

Applicant Email _____ Alternative Phone _____

Building Principal's Signature _____

NOTE: OPS SCHOOLS AND DEPARTMENTS MUST COMPLETE THE CODING BELOW IN THE EVENT CHARGES OCCUR.

Fund Code: _____ Program: _____ Department: _____

Class Field: _____ Account: _____ Project/Grant: _____

DO NOT WRITE IN THIS SPACE. FOR DEPARTMENT OF DISTRICT OPERATIONAL SERVICES USE ONLY

CHARGES:

Rental – Performance _____ Custodial Services _____
– Rehearsal _____ Stage Manager _____
Security Services _____ Other _____

TOTAL _____ APPROVED: _____
Department of District Operational Services

TERMS AND CONDITIONS OF APPLICATION

If granted use of the facility, Applicant, by signing this Application, agrees as follows:

1. Applicant will comply with all applicable federal, state, and local laws, ordinances and regulations affecting the facility or affecting any use of the facility. Applicant shall also comply with all Omaha Public Schools' policies, rules, regulations, practices and procedure that govern the use of this facility and which are in effect at the time of such use. Applicant acknowledges receipt of the Omaha Public Schools pamphlet "Community Use of Facilities." The terms of such pamphlet that are in effect at the time of use of the facility are incorporated in this application, and Applicant agrees to comply with its terms.
2. Applicant agrees that Applicant will reimburse the Omaha Public Schools for the cost of repair of all damage (including any necessary replacements) to the facility or the damage or loss of any property which is caused by Applicant, or Applicant's employees, contractors, agents, or invitees. Applicant agrees that the Omaha Public Schools may, in its discretion, require a damage deposit from Applicant prior to use of the facility. In such event, the Omaha Public Schools may utilize such damage deposit to reimburse the Omaha Public Schools for the repair and replacement of any damage to the facility or property. Such damage deposit shall not be deemed a limitation on any liability of Applicant to the Omaha Public Schools. Applicant further agrees to indemnify the Omaha Public Schools and its board members, officers, and employees from any claim, loss, damage or injury arising from any act or failure to act by Applicant, or Applicant's employees, contractors, agents or invitees. Applicant must be insured with a Commercial General Liability Policy. A certificate of insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 must be provided to the Department of District Operational Services before using the facilities. Omaha Public Schools must be named as the Additional Insured for General Liability.
3. The Omaha Public Schools reserves the right, due to an emergency, adverse weather conditions, unanticipated school need for the facility, or a condition rendering the facility unfit for the intended use, to cancel the permit or to postpone the use to another time. Whenever schools are closed as a result of inclement weather, all permits for that period will be automatically postponed. The Omaha Public Schools shall incur no liability to Applicant due to such cancellation or postponement, and Applicant hereby waives and releases any claim against the Omaha Public Schools for any such cancellation or postponement. In event of cancellation or postponement, the Omaha Public Schools shall, wherever practicable, reschedule such use to a mutually agreeable time or relocate the use to a mutually agreeable and comparable Omaha Public Schools facility.
4. Applicant agrees to use the facility only for those uses and at those times specified in the Application and approved by the Omaha Public Schools. Applicant may not assign its use permit or any rights thereunder, and such permit allows use by Applicant and Applicant's employees, contractors, and invitees. Applicant shall pay for all charges for such facility use at the time the permit is approved, in accordance with the Omaha Public Schools' rate schedule then in effect. Custodial charges shall be computed beginning thirty minutes before and ending thirty minutes after the time allotted for use of the facility on the use permit.
5. In addition, the Omaha Public Schools may cancel a permit previously granted for any one or more of the following reasons:
 - a. Failure to pay any applicable fees or charges for use of the facility;
 - b. Failure to pay any fee or charge for any prior use of any school facility or to reimburse the Omaha Public Schools for any damage to any facility or other Omaha Public Schools property caused during a prior use;
 - c. Any violation of the terms and conditions of this Application; and
 - d. Evidence satisfactory to the Omaha Public Schools that Applicant's use of the facility will violate any of the terms and conditions of this Application.

The Omaha Public Schools shall incur no liability to Applicant due to such cancellation, and the Applicant hereby waives and releases any claim against the Omaha Public Schools for such cancellation.
6. The terms and conditions of this Application shall be binding on Applicant and Applicant's heirs, personal representatives, successors, and assigns. The terms and conditions of this Application can only be modified with the written consent of the Chief Operations Officer.