



815 NORTH 18TH ST.
COUNCIL BLUFFS, IA 51501

PHONE: (712) 328-6406 FAX: (712) 328 6409

APPLICATION FOR SCHOOL USE

(Proof of liability insurance in the amount of \$1,000,000 combined single limit must be furnished.)

ORGANIZATION: _____ / _____

CONTACT: _____ / _____ / _____ / _____
MUST BE 21 NAME ADDRESS PHONE(H) PHONE(W) FAX

BUILDING: _____ AREA: _____
SCHOOL/PROPERTY AREA TO BE USED

BEGINNING: _____ DAY OF WEEK: _____ ENDING: _____
M/D/Y M/D/Y M/D/Y

TIME: _____ TO _____ ALTERNATE DATE & TIME: _____

NATURE/PURPOSE OF ACTIVITY: _____

COST/RENTAL FEE: _____ EXTRA CUST. WORK _____ CUSTODIAL OVERTIME: _____

HOW WILL ACTIVITY BE SUPERVISED: _____

WILL REFRESHMENTS BE SERVED: YES _____ NO _____

IF YES, EXPLAIN: _____
(There may be an additional fee if refreshments are served.)

EXPECTED ATTENDANCE _____

The District reserves the right to require the applicant to provide security officers for activities open to the public

Applicant Understands and Acknowledges the following:

- Applicant is responsible for the conduct and behavior of all individuals using the school facility and school property under the permit. The activity will be constantly supervised by an adequate number of adult sponsors. _____ (applicant initials)
- Applicant agrees to use the facility only for the uses, in the areas, and at the times specified in the application and approved by the District. The District retains the right to access the facilities and remove persons from District property. Applicant may not assign its use permit or any rights thereunder, and such permit allows use only by Applicant and Applicant's employees, contractors, and invitees. _____ (applicant initials)
- Applicant agrees to maintain and secure the access to and from the facility for their event. At NO time are the doors or entrances to be unattended when they are unlocked. _____ (applicant initials)

DESCRIBE NECESSARY SET UP, INCLUDING EQUIPMENT NEEDS, AND SUPERVISION _____

NOTE: Additional terms and conditions of this Application included. These Additional Terms and Conditions should be read carefully. Your signature on this Application for School Use signifies your agreement to the terms and conditions of this Application including the Additional Terms and Conditions on the reverse side.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS APPLICATION FOR SCHOOL USE SCHOOL PROPERTY AND AGREE TO COMPLY WITH THEM.

_____ SIGNATURE	_____ DATE
_____ APPROVED	_____ DATE
_____ REJECTED	_____ DATE
_____ SIGNATURE OF PRINCIPAL/DESIGNEE	

NO FORM IS CONSIDERED VALID UNTIL SIGNED BY THE BUILDING PRINCIPAL

UPON APPROVAL, THIS APPLICATION BECOMES YOUR PERMIT FOR THE FACILITIES AT THE TIME INDICATED ABOVE. THIS PERMIT MUST BE PRESENTED UPON REQUEST BY SCHOOL PERSONNEL.

ADDITIONAL 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 Council Bluffs Community School District's ("District") policies, rules, regulations, practices, and procedures that govern the use of this facility and which are in effect at the time of such use. The sale, use or consumption of alcoholic beverages or tobacco on school property is prohibited.
2. Applicant agrees that Applicant will reimburse the District 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 District may, in its discretion, require a damage deposit from Applicant prior to use of the facility. In such event, District may utilize such damage deposit to reimburse District 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 District. Applicant further agrees to indemnify District and its board members, officers, employees and agents 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 while using the facility. If the activity to be conducted at the facility will be open to the public, Applicant shall furnish proof of liability insurance satisfactory to District with coverage limits of at least \$1,000,000 combined single limit. District may, in its discretion, require Applicant to furnish proof of adequate liability insurance coverage for the Applicant's use of the facility, for non-public activities as well. District shall be added as an additional insured for all such policies of insurance.
3. District 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. District shall incur no liability to Applicant due to such cancellation or postponement, and Applicant hereby waives and releases any claim against District for any such cancellation or postponement. In the event of cancellation or postponement, District shall, whenever practicable, reschedule such use to a mutually agreeable time or relocate the use to a mutually agreeable and comparable District facility.
4. Applicant shall pay for all charges for such facility use at the time the permit is approved, in accordance with District's rate schedule then in effect. Custodial charges shall be computed in accordance with District policies. If Applicant determines not to use the facility after the permit is granted, Applicant shall notify the facility coordinator. If the cancellation is made prior to noon of the day of the use, or for a weekend event, by noon on the Friday before the event, any fees paid by Applicant will be refunded. Fees paid for Applications canceled after these times will be forfeited.
5. In addition, District 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 District for any damage to any facility or District property caused during a prior use;
 - c. Any violation of the terms and conditions of this Application *or* applicable District policy/regulations and
 - d. Evidence satisfactory to the District that Applicant's use of the facility will violate any of the terms and conditions of this Application or applicable District policy/regulations.
 - e. The Board reserves the right to disallow a use approved and may withdraw such approval.

District shall incur no liability to Applicant due to such cancellation, and Applicant hereby waives and releases any claim against District 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 in writing and only with the written consent of the Superintendent of Schools.

Approved: April 26, 2005

Reviewed: April 14, 2020

Revised: April 27, 2010
February 24, 2015
August 23, 2022