

**PERMIT/LEASE/FACILITY/BUILDING AGREEMENT FOR USE OF SCHOOL
FACILITIES/EQUIPMENT**

This agreement is made and entered into between the Milan Community School Corporation and the party(ies) herewith completing this application. The applicant agrees to comply with all governmental laws, ordinances and regulations applicable to the use of the Milan Community School Corporation facilities/equipment. The applicant agrees to take good care of the facilities/equipment and to keep the buildings and grounds free from waste and/or nuisance of any kind. The applicant agrees that the facilities/equipment will be in good repair and condition upon the termination of this agreement. The applicant also agrees that there shall be no alterations, additions, or improvements of any type either temporary or permanent, to the premises of the Milan Community School Corporation without prior written consent. The applicant agrees not to permit the facilities/equipment to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous. The applicant understands and agrees that the use of the facilities/equipment is to be in a proper and ordinary conduct for the business as requested. The Milan Community School Corporation shall have the right to enter and inspect the facilities/equipment at any time for the purpose of ascertaining the condition of the facilities/equipment or in order to make such repairs as may be required by the Milan Community School Corporation. The applicant shall not have the right to assign or sublet the whole or any part of the stated agreement to another party. The applicant understands that any attempt to assign or sublet the stated agreement shall not relieve them of any obligations of the agreement including fees due. The Milan Community School Corporation shall not be liable to the applicant or the applicant's employees, agents, visitors or any other person whomsoever, for any injury to persons or damage to property on or about the Milan Community School Corporation premises caused by the negligence or misconduct of the applicant, its agents, servants, or employees, or any other person entering upon the premises under the expressed or implied invitation of the applicant, or caused by the building or improvements located on the premises becoming out of repair, or caused by leakage of gas, oil, water, or steam, or by electricity emanating from the premises, or due to any other cause whatsoever. The applicant agrees to provide proof of liability insurance in a proper amount befitting the agreement circumstances. If the applicant should holdover the facilities/equipment after the expiration dates/times stated in this agreement, it shall be construed as a holdover tenancy and charged accordingly. If the applicant should breach any obligation under the terms and conditions of this agreement, and it becomes necessary for the Milan Community School Corporation to employ an attorney to enforce or defend their rights or remedies hereunder, the applicant agrees to pay any reasonable attorney fees incurred by the Milan Community School Corporation in such connection.

As a community service, Milan School Corporation permits various local non-profit organizations and/or groups, to use its facilities, free of charge during time when custodians are normally on duty. In order to offer this free service, the organization/group agrees to the following terms: The organization/group shall: (1) Take good care of the facilities/equipment and keep the buildings and grounds free from waste and/or nuisance of any kind; (2) Assure that the facilities/equipment will be in good repair and condition after their use of the facilities/equipment; (3) Use the facilities only for the purpose stated below; (4) Check in at the front office upon their arrival and departure in the building or with the custodian on duty, if after normal school hours; and (5) Inform the office of any change(s) in facility/equipment use or meeting dates/times.

Name of Organization Making Request: _____

Facility Desired: _____

Activity/Event: _____

Activity/Event Supervisor/Sponsor: _____

Day(s) of the Week: _____ Date(s): _____

Times of Activity: (please put start time and end time) _____

Expected Attendance: _____ Admission Charge: _____

Proceeds to be used for: _____

- A. Facility Desired: _____ Gymnasium _____ Cafetorium _____ Library
 _____ Locker Room _____ Kitchen _____ Classroom
 _____ Music Room _____ Field _____ Track
 _____ Parking Lot _____ Gym Lobby _____ Swimming Pool

- B. Equipment: _____ Chairs _____ Tables _____ Podium
 _____ PA System _____ Spot Lights _____ TV/VCR
 _____ Stage Lighting _____ Piano _____ Coat Racks
 _____ Overhead Projector _____ Slide Projector
 _____ Scoreboard _____ Stage Equipment
 _____ Special Equipment Requests (list on last page of application)

Personnel to be Assigned by Building: (3 hour minimum pay)

- _____ Custodian/Maintenance _____ Building Supervisor
_____ PA Operator _____ Lights Operator _____ AV Operator
_____ Parking Lot Supervisor _____ Kitchen Help
_____ Scoreboard Operator _____ Musician
_____ Lifeguard (1 for every 25 persons)

Liability Insurance provided by: _____ Policy # _____

Amount of Insurance Liability: _____

The undersigned applicant has read and fully understands the rules and regulations governing the use of the facilities/equipment and agrees to abide by same and be responsible for any damage to the properties of the Milan Community School Corporation due to such occupancy and to strictly observe the rules and regulations of the Board of School Trustees relative to the use of such facilities/equipment. The applicant further agrees to the terms for incurred fees as stated.

Furthermore, the applicant agrees to the following: To be responsible for those under his/her charge. To have total control over minor children under his/her charge and keep them in the area designated. To report to the building principal, in writing, any mishaps that occur while using the facility/equipment. The applicant understands that if any part of this agreement is violated, it could jeopardize the privilege of further use of the facility/equipment. The applicant also understands there may be occasions when the school needs will take precedence and their organization/group may have to be canceled or rescheduled.

NOTE: This agreement does not permit community organizations/groups to hold fund-raisers or other events to which the public is invited and/or for which there is a charge. Any such events require a special permit which must be applied for at least one month in advance.

Printed Name of Organization

Printed Name of Organization Representative

Address and Telephone Number of Organization Representative

Signature of Representative

Date

Fee(s) to be incurred: Facility Use: _____ Equipment Use: _____ Total Due: _____

Approval : _____
Building Principal Date

Approval: _____
Superintendent Date

Approval: _____
(if applicable) Board of School Trustees Date

Additional Information: _____

A fee for building usage shall not be charged to organizations within the community whose purpose is the betterment of the community. Such organizations shall include, but not be limited to: Boy Scouts, Girl Scouts, 4-H Clubs, Senior Citizens, Jr. Chamber of Commerce, Lions Club, Milan Faculty and Staff, etc. Fees for organizations other than indicated above shall be charged per date:

Elementary School	Middle School	High School
Gymnasium: \$25.00	Gymnasium: 225.00	Gymnasium: \$225.00
Cafeteria \$25.00	Library: 25.00	Cafetorium: \$ 75.00
Kitchen: \$25.00	Classroom: 10.00	Kitchen: \$ 50.00
Cafe/Kitchen: \$35.00		Cafe/Kitchen: \$100.00
Library: \$25.00		Library: \$ 25.00
Classroom: \$10.00		Classroom: \$ 10.00
Pool: \$40.00*		

Equipment for any building: \$10.00 per item

No charge shall be made to community organizations, providing use is during time when custodians are normally on duty. A minimum charge of \$11.00 per hour and per custodian (minimum of 3 hours) shall be made when use falls outside normal duty hours. This charge shall be for opening and closing the facility and for normal clean up. The appropriate corporation officers shall determine the number of custodians necessary to be needed for any facility use.

When kitchen facilities are used, a minimum charge of \$11.00 per hour for personnel shall be made.

*When the swimming pool is in use, the applicant shall be required to pay a fee to the corporation for a LICENSED life guard selected by the corporation. Lifeguards shall be paid at the following rates:

1 Guard - 2 1/2 hours	1-25 people	\$25.00
2 Guards - 2 1/2 hours	25-50 people	\$50.00
3 Guards - 2 1/2 hours	50-75 people	\$75.00

75 people is the maximum limit