

The individual submitting the facility use request must be in complete compliance with the criteria listed below. If the individual submitting the facility use request is not in complete compliance the individual will be reprimanded in this manner:

1st offense - Documented verbal warning
2nd offense - Written warning
3rd offense - Future facility requests will be denied, key cards will be turned off and keys will be returned to the main office

Facility Use Compliance Checklist

- 3 weeks in advance notice to use the Facility
- Return all equipment used to its proper storage place
- Use equipment as it was intended for
- Do not prop doors open
- Inside/outside doors are secured when you leave
- All lights turned off
- Put all trash in garbage cans
- Take the trash bags out to the dumpsters
- Facility is cleaned up before you leave
- No parking behind school - park only where you are permitted to park
- Turn off outside water after practice - if applicable
- Only use the facility reserved on your request form
- Facility reserved must be returned to original state
- Do not give your key card to anyone
- Do not give your keys to anyone
- Report any Damages soon as possible to Ralph King rking@omro.k12.wi.us
- Please return keys and Key cards to the High School Office
- Put rugs back
- Have the Facility Use Form on you when you are using the Facility at all times
- 1 Custodian assigned per building per tournament

Applicant Initial

In consideration of the use of the District's facilities or grounds identified hereinabove, the organization requesting to use the same hereby agrees to, to the fullest extent as permitted by law, protect, indemnify, hold harmless and defend the School District of Omro and the School District of Omro's officers, employees, representatives, agents, successors and assigns from any and all damages, claims, suits, actions, causes of action, demands, judgments, losses, costs and expenses of any nature whatsoever, including attorneys' fees resulting from, any act or omission of the organization related to the use and maintenance of the District's facilities or grounds. User(s) shall observe and abide by all applicable laws and regulations, as well as, all District policies and procedures. Failure to observe any applicable law, regulation, District policy and/or procedure will be grounds for the immediate termination of this Agreement.

It is understood by the undersigned that the School District of Omro makes no warranties with regard to the facilities or grounds being requested hereunder. The facilities or grounds are being provided "as is" SPECIFICALLY THERE ARE NO WARRANTIES MADE OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. It is further understood that the organization requesting to use the District's facilities or grounds assumes all obligations with regard to the proper training associated with the use and maintenance of any facilities or grounds requested hereunder. The organization has the duty of providing for, overseeing and implementing all precautions necessary to ensure the safety of all persons and property. In addition, the organization requesting to use the District's facilities or grounds hereunder shall reimburse the School District of Omro for the cost of repairing and/or replacing any damage to the facilities or grounds being caused hereunder.

User is required to furnish a Certificate of Insurance naming the "Omro School District" as an additional insured under the policy. Such policy shall be issued with a minimum 60 day cancellation notice, with an insurance carrier licensed to do business in the State of Wisconsin, and signed by an authorized agent, as evidence of User's financial ability to meet its obligation under this section.

The policy limits shall be:

- Commercial General Liability \$1,000,000.00 per occurrence and aggregate
- Commercial Auto Liability \$1,000,000.00 combined single limit
- Workers Compensation \$100,000.00 each accident
\$500,000.00 disease—policy limit
\$100,000.00 disease—each employee

PRINT Name of Individual(s) Responsible for the Event: _____

Address: _____

City/State/Zip: _____

Contact Telephone Number(s): _____

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin applicable to contracts made and performed therein, without regard to the law and conflicts of law, and the state and federal courts located in Winnebago County, Wisconsin, shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. The parties to this Agreement hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

It is the responsibility of the requesting individual and/or group/organization to provide all required and/or requested information prior to the event. Failure to provide the required and/or requested information prior to the event will be grounds for the immediate termination of this agreement.

This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect. By signing below, the individual represents and warrants that he/she has the full legal authority to bind User to the terms hereof.

Signature on this application indicates agreement with all rules and regulations of the agreement and District Policies #731 and #830.

Applicant's Signature
(Representing Requesting Organization)

____/____/____
Date

PLEASE SUBMIT COMPLETED FORM TO JODY McCONNEL IN THE HIGH SCHOOL OFFICE!

TO BE COMPLETED BY SAFETY AND GROUNDS COORDINATOR AND ATHLETIC DIRECTOR:

Approved _____

Approved _____

Denied _____

Denied _____

Safety and Grounds Coordinator

Athletic Director Signature

_____/_____/_____
Date

_____/_____/_____
Date

TO BE COMPLETED BY THE DISTRICT OFFICE:

Proof of Insurance Needed: Yes No

Fees:

1. Building Fee: \$ _____

2. Kitchen Employee Must Be Assigned: Yes: _____ No: _____

Kitchen Employee At \$27.50/hr @ _____ hours TOTAL: \$ _____

3. Custodial Employee Must Be Assigned: Yes _____ No _____

Custodial Employee At \$35.00/hr @ _____ hours TOTAL: \$ _____

4. \$75.00 Deposit Required: Yes: _____ No: _____

\$200.00 Deposit Required: Yes: _____ No: _____

TOTAL DUE: \$ _____

(PLEASE MAKE CHECK PAYABLE TO SCHOOL DISTRICT OF OMRO AND SUBMIT PRIOR TO THE EVENT.)

Food Service Supervisor: *(if applicable)*

_____/_____/_____
Date

Supervisor of Buildings & Grounds : *(if applicable)*

_____/_____/_____
Date

Copies to:

Applicant _____
Facilities Coordinator (original) _____

Safety and Grounds Coordinator (1 copy) _____

Checklist of non-compliance:

1st Offense
Email or Phone
Date: _____

2nd Offense
Letter
Date: _____

3rd Offense
Letter
Date: _____

Signature

Signature

Signature

APPROVED: July 9, 1985
REVISED: July 10, 2001
October 10, 2013
March 17, 2014
January 21, 2016