

**3014**  
**Use of School Property**

1. Use of Specific Facilities by Application and Agreement
  - a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: track. The district understands that it would not be feasible to require a patron to apply to use facilities like the track on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
  - b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
  - c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.
  
2. General Facilities Use Guidelines
  - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
  - b. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.
  - c. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
  - d. The rental fees for school facilities shall be set by the board.
  - e. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the

district's central office. The application must be received by the superintendent prior to the approval of any facility use.

- f. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- g. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

### 3. Definitions

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

### 4. Use of School Property by Student Groups

- a. Curriculum-related and Extracurricular student groups

- i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
  - ii.) The district may bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
  - iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.
- b. Non-curriculum related student groups
- i. Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.
    - (1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.
    - (2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.
  - ii. Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.
  - iii. Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.
  - iv. Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:
    - (1) The facility use will occur during non-instructional time.

- (2) The district has facilities available to accommodate the group.
- (3) The use is voluntary and for the general benefit of the student participants.
- (4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

5. Use of facilities by non-student groups

- a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.
- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
  - i. The local education association may hold meetings when classes are not in session and staff members are not on duty.
  - ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.
  - iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.
- c. Denial of access
  - i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the

superintendent deems to be using the facilities inappropriately and contrary to the district's mission.

- ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.
- iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.

6. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

7. Proof of Insurance

- a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
- b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

8. No Fees for Admission

- a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
- b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
- c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: 07/16/18

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## Cozad Community Schools Usage Application and Agreement

Pursuant to Cozad Community Schools ("District") board policy, the district permits patrons to use certain district facilities on an individual, non-commercial basis upon only one application and upon signing a release, waiver, and agreement. These facilities include: track (collectively, the "facilities"). All other facility uses must be approved pursuant to the District's facility use policies and practices.

Applicant Last Name	First Name	Middle Initial	
Street Address	City	State	Zip
Birth date: _____		Home Phone: _____	
Work Phone: _____		Cell: _____	
Name of Emergency Contact: _____			
• Home Phone: _____ Work : _____ Cell: _____			
• Relationship of Emergency Contact: _____			
• Email of Emergency Contact: _____			

**Rules and Regulations:** By signing this Agreement, you acknowledge that the District may establish rules and regulations governing the conduct of guests using the facilities, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

**Services and Access:** The District agrees to provide you with use of the facilities and equipment available in the facilities. The District reserves the right to add or delete services, amenities, and hours.

**Superior Interest in Usage.** The primary use of the facilities is for District students and programs. The District reserves the right to close the facilities, in whole or any part, to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

**Compliance with Laws:** In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

**Video Monitoring and Other Security Measures.** The District uses security

measures such as video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District. The Applicant consents to these security measures.

### **RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE FACILITIES**

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

**Declaration.** I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in activities at the facilities, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the facilities without the approval of a Physician and do hereby assume all responsibilities.

**Acknowledgment of Risks.** I understand and agree that fitness activities, equipment, and amenities available at the facilities may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any activities. **I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the facilities, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

**Release, Waiver and Indemnification.** In consideration of permission granted by the District to use the District's facilities, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the facilities and equipment or that otherwise result from my participation in any activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

**Responsibility for Supervision.** I understand that the facilities will be available to me only during hours designated by the administration, and that I am

responsible for my own use of facilities and equipment at all times. I will inspect the facilities and equipment upon each visit before using any equipment. The District provides no training, supervision, or assistance.

**Compliance with Rules.** I agree to abide by all District rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

**THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.**

Clearly PRINT the following information:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**PARENT OR GUARDIAN IF USER IS UNDER AGE 19:**

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: \_\_\_\_\_ Child's Birthdate: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Father's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mother's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Cozad Community Schools Facility Use Application

Applicant Name ("Applicant"): \_\_\_\_\_  
Organization Name ("Organization"), if applicable: \_\_\_\_\_  
Applicant's Position within Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Description of Requested Use: \_\_\_\_\_  
\_\_\_\_\_

Is your organization a registered 501(c)(3) or other nonprofit?     Yes     No  
Date of Requested Use: \_\_\_\_\_ Time of Requested Use: \_\_\_\_\_ to \_\_\_\_\_  
Facility/Room Request, if preferred: \_\_\_\_\_  
Expected Number of Attendees: \_\_\_\_\_

Check any of the following needs which apply to your request. Note that the district may deem additional services necessary and may require the Applicant/Organization to pay for such services as a condition of use:

- Custodial (set up, tear down, sanitation)
- Kitchen/Kitchen Staff (cooking, food service, clean up)
- Technology Assistance (sound, lighting, presentation)

Liability Insurance, check applicable:

- I/we have coverage of \$1 million per occurrence and \$5 million aggregate
- I/we have other coverage: \_\_\_\_\_
- I/we have no insurance coverage

Terms and Conditions of Use:

1. All users must comply with the school board's facility use and other policies, rules, and regulations. A copy of the board's facility use policy is available upon request.
2. The facilities are closed from 10 PM to 7 AM and may not be used during those hours.
3. The user(s) named above and the individual(s) signing on behalf of the User agree to defend, indemnify, and hold harmless the school district, its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorneys' fees and investigation expenses (pre-suit, suit, trial, appeal, and post appeal proceedings) on account of any intentional or negligent acts or omissions of the user or its employees, agents or servants, or any intentional or negligent acts or omissions of the district or its employees, agents or servants arising out of the use of any facility under this agreement.
4. All non-governmental users may be required to provide a certificate of insurance and/or name the district as an additional insured and provide documentation evidencing general liability coverage under an occurrence basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate, combined single limit covering bodily injury, property damage, personal injury, premises, operations, products, completed operations, independent contractors, and contractual liability. There shall be no exclusions for contracted liability. All governmental users shall provide evidence of insurance or self-insurance to the limits set forth in NEB. REV. STAT. § 13-926.
5. All users are subject to the fee schedule established by the school board, and all Applicants by signing below verify that they have authority to sign this application on behalf of the listed Organization, and all individuals and agents of organizations certify

that they have financial means and authorization to pay for the required fees and deposits, if any.

Fee Schedule:

**High School Gym or Auditorium:** Daily fee of \$100.00

**Elementary Gym:** Daily fee of \$70.00

**Kitchen:** Daily fee of \$50.00

**Commons/Multi-Purpose Rooms:** Daily fee of \$50.00

**Library:** Daily fee of \$50.00

**Classroom:** Daily fee of \$25.00

**Track/Football Field:** Daily fee of \$300.00

**Custodial, Kitchen and Equipment Technician Services:** \$25.00 per hour

**Student Technician Services:** current minimum wage rate per hour

Any changes to these fees must be approved by the Board of Education. The building Principal or Superintendent reserve the right to make exceptions to the above rates. All minimum fees are to be paid in advance. Any additional charges such as custodial, kitchen or technician services will be billed to the group/organization by the District. The contract information listed on the application may be used to communicate with the group in regards to payment of any outstanding fees.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR DISTRICT USE ONLY**

**Application** \_\_\_\_\_ Denied \_\_\_\_\_ Approved, subject to the following:

**Insurance**

\_\_\_\_\_ User has provided sufficient proof of insurance.

\_\_\_\_\_ User must obtain proof of insurance and list district as additional insured.

\_\_\_\_\_ Insurance requirements are waived.

**Additional Services Requested/Required**

\_\_\_\_\_ Custodial \_\_\_\_\_ Kitchen \_\_\_\_\_ Technology \_\_\_\_\_ None Notified on: \_\_\_\_\_

**Admission fees** \_\_\_\_\_ Allowed \_\_\_\_\_ Not Allowed \_\_\_\_\_ May charge parking

**Notes:** \_\_\_\_\_

**District Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Deposit fees paid: \_\_\_\_\_ by \_\_\_\_\_ Confirmed by (initials): \_\_\_\_\_

Services billed by (initials): \_\_\_\_\_