

## FORT WAYNE COMMUNITY SCHOOLS

# Application for Facility Use WE ARE YOUR SCHOOLS Please complete the applicant section, sign, and return to the school office

## APPLICANT SECTION

Organization:					School:			
Representative:					Area(s) Requested:			
Addres	ss:							
	-			Date	(s):			
	-							
Phone:		Time	s:	(to)				
	Purpose/Activity:				111			
	Equipment Needs:							
	AV Equipment	Yes	No	Specify needs_				
	PA Equipment	Yes	No					
Lights and Sound		Yes	No Operator Fee of \$15 per hour to be paid directly to the operator					
	Restroom Open	Yes	No	Specify location	1,			
	Showers	Yes	No					
	Tables	Yes	No	Specify location	and quantity			
Chairs		Yes No		Specify location and quantity				
	Concession Agreement	Yes	No					
	Admission Charge	Yes	No	Amount				
	Donations	Yes	No	3				
	I accept the general c	onditio	ns liste	ed on the back	of this form			
					(sign	ature)	(date)	
				SCHOOL SEC	TION			
	Custodial Overtime	Yes	No	Quantity	Start Time	Stop T	ime	
	Contact Name, Title				Pł	Phone		
						,1		
	Restrictions/comments:							
	:							
		The fac	rility is	available and re	eserved			
		ino ia	Jility 13	avanable and is	(signatu	ıre)	(date)	
	<del>-</del>	MAI	NTENA	NCE AND OPER	ATIONS SECTION			
	Approved			Rate				

### **GENERAL CONDITIONS**

- 1. Facilities will normally be maintained at night time temperature.
- 2. The hours listed will include both entry and exit from the building.
- 3. Lessee agrees to furnish sufficient supervision to maintain order and to assure compliance with all applicable laws, rules, and regulations and to prevent all smoking on the premises.
- 4. Lessee will pay for any damage done to the facility or contents by any one during the period specified above, excepting only damage caused by an employee or representative of the lessor.
- 5. The only additional facilities other than those listed above are toilets and drinking fountains located in the nearest proximity.
- 6. Lessor assumes no responsibility whatever for any property placed in said building, and lessor is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained during the use of a school facility, and further, lessee agrees to defend lessor if any third person sues lessor for personal injury or property damage, and finally to indemnify lessor against any expenses, losses, damages, or judgement that lessee may incur or be responsible for by reason or any claim or action brought by a third person.
- 7. Lessee agrees that no shoes other than gym shoes will be worn on gymnasium floors when used for such activities as basketball and etc.
- 8. Lessor shall have the right to have its representatives or employees present at all times during the above rental periods. Said employee or representative shall be authority for the Fort Wayne Community Schools.
- 9. Lessee agrees that no signs, displays, or materials may be attached to or nailed against the walls, windows, woodwork, draperies, blinds, stage curtains, grounds, drives, etc., without expressed approval of the school principal on the permit.
- 10. Possessing, using, selling, or buying alcoholic beverages, narcotics hallucinogenic drugs, marijuana; barbiturates, etc., on school premises is prohibited.
- 11. In accordance with Section 763.93 (9) (4) of the Federal Asbestos Hazard Emergency Response Act of 1986 (AHERA), all Fort Wayne Community School facilities have been inspected by a certified asbestos inspector for asbestos containing materials. An Asbestos Management Plan for each facility is on file in the school's office. If asbestos containing material is present in the building, the type and locations of the asbestos will be contained in the management plan. These plans and related materials are available for your review by contacting the principal of the school you are using.
- 12. Lessee acknowledges that the Lessor's only obligation under this Facility Use Contract is to make the facility available to the Lessee and that it is the responsibility of the Lessee to comply with the Americans With Disabilities Act so as not to exclude any qualified individual with a disability, on the basis of disability, from participation in the benefits of the services, programs or activities which the lessee conducts and controls.

### 13. WARNING

Under Indiana Law, a school is not liable for an injury to, or the death of, a participant in physical fitness activities at this location if the death or injury results from the inherent risk of the physical activity.

Inherent risks of physical fitness activities include risks of injury inherent in exercise, the nature of a sport, the use of exercise equipment, or the use of a facility provided by a school. Inherent risks also include the potential that you may act in a negligent manner that may contribute to your injury or death, or that other participants may act in a manner that may result in injury or death to you.

You are assuming the risk of participating in this physical fitness activity.

14. FWCS reserves the right to cancel this agreement without notice at any time and at its sole discretion.

I, the undersigned, do hereby agree to abide by all the terms and restrictions stated on this contract.

Signature	Date
Authorized Signature (FWCS)	Date
Manager, Maintenanc	