# Educational Service Unit #13

**Facility Use Application & Agreement Form**

**Application**

Name of Organization Making Request: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # of Participants: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Organization and Type of Activity or Event

\_\_\_\_\_\_ Event or activity that is designed to serve ESU #13 staff or member schools or students

of member schools. (Describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_ Tax-supported agency such as educational entity or unit of city, county or state

government. (Describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_ Non-profit community agency such as a private educational agency.

(Describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_ Other. (Describe)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Requested (Scottsbluff, Sidney, Chadron): Building \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Room(s): \_\_\_\_\_\_\_\_\_\_

Date(s) and Times Requested:

 Date Time Repeating # of Weeks

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Yes/No \_\_\_\_\_\_\_\_\_\_\_\_\_

Special Equipment to be Used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Liability Policy submitted and on file: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy Expiration Date: \_\_\_ \_\_\_\_\_\_\_

Policy Compliance and Acceptance of Liability

This Facility Use Application & Agreement Form is subject to the terms of the “Management of Property” Board policy. The terms and conditions of that policy are incorporated into this form by this reference. Applicant accepts all such terms and conditions.

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from ESU #13 with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold ESU #13 harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of ESU #13 or its personnel. We assume full responsibility and liability for any injuries.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Applicant Name, Position Signature Date

**Agreement**

The **User** agrees to pay a fee to ESU #13 for using its facility on the aforementioned date in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *(Advanced bookings of the facilities will be limited to 30 days from the date of the request. ESU #13 activities take precedence over all outside requests.)*

The **User** also agrees to abide by the following conditions applicable to this agreement:

1. The **User** is responsible for setting up tables and chairs and arranging for any equipment that is necessary for its use prior to the event.
2. The **User** is responsible for returning tables, chairs and equipment to the storage area where they were located prior to setting up for the event.
3. The **User** is responsible for shutting off lights and locking exterior doors if the event concludes after regular ESU #13 office hours.
4. The **User** shall make sure that no alcoholic beverages are consumed and that no tobacco products are used on ESU #13 premises.
5. Should damage to the ESU #13 facility or equipment occur as a result of the **User’s** use of the facility, it shall be the responsibility of the **User** to make restitution to ESU #13 in the amount determined by the ESU #13 Administrator to cover the cost of repairing the damage.
6. The **User** is responsible for leaving the ESU #13 Facility as it was found—clean and picked up. An hourly fee will be charged for custodial services if the room(s) has not been cleaned by the **User**.
7. Except in the case of the negligence of ESU #13, the **User** agrees to indemnify and defend ESU #13 against any liability for damages to any person or property in or about the premises associated with the **User’s** use of the facility. ESU #13 shall not be liable to the **User**, its agents, employees, representatives, customers, or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the property.
8. The **User** agrees to complete a short form specifying the number in attendance. (A short form will be provided.)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Applicant Name, Position Signature Date

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 ESU #13 Name, Position Signature Date

Return to: ESU #13, Attn.: **Staff Development** 4215 Avenue I, Scottsbluff, NE 69361 soar@esu#13.org