

FACILITY USE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into between Merrick County School District No. 61-0004 (commonly known as Central City Public Schools) and _____ ("User").

FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. **Facility.** Central City Public Schools hereby grants User permission to use the Central City Public Schools facilities, subject to the terms of this Agreement.

2. **Document Incorporation.** The following documents are incorporated herein by this reference:
 - a. Facility Use Request Application
 - b. Facility Rental Fee Schedule
 - c. Facility Use Terms & Conditions

3. **Period of Use.** The permission to use the Facility shall be for the following period or periods:
From _____, 20__ at _____ a.m./p.m. to _____, 20__ at _____ a.m./p.m.

4. **Permissible Use.** The Facility may be used for the following activities:

5. **Charges and Fees.** User shall pay the following amounts in the manner set forth:

6. **Security Deposit.** The User shall pay the amount of \$_____ which shall be held as a security deposit for any damage to the Facility or other loss or expense incurred by Central City Public Schools due to the use of the Facility by the User. In the event that there is any damage, loss, or expense incurred by Central City Public Schools due to the use, the User agrees and acknowledges that the security deposit may be used for payment of the same without prior approval of the User. The security deposit paid hereunder is not a limit of the User's liability for damage, loss, or expense, and any claim for the same by Central City Public Schools shall be paid immediately by the User.

7. **Assignment.** User shall not assign this agreement in whole or in part and shall not allow any other non-User agent or servant to use the Facility.

8. **Indemnification.** User agrees to defend, indemnify, and hold harmless Central City Public Schools its employees and agents for any expense, cost, loss, damage, claim, judgment or claims bill incurred or rendered against same, including attorney's 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.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

10. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal term hereof, then and in that event, it is the express intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the express intention of the parties hereto that in lieu of each clause or provision of this Agreement which may be determined to be illegal, invalid, or unenforceable, there may be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

11. **Condition at Termination.** At the end of the term hereof, User shall surrender the Facility to Central City Public Schools in the same condition as when received, ordinary wear and tear expected.

IN WITNESS WHEREOF, the parties have executed this Agreement on_____.

CENTRAL CITY PUBLIC SCHOOLS

USER

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date