



Norfolk Public Schools

NATIONALLY RECOGNIZED. GLOBALLY COMPETITIVE.

NORFOLK PUBLIC SCHOOL APPLICATION FOR LEASE OF SCHOOL FACILITY

Complete, sign, and return this application form to the school where the facility is located for the Principal's approval. The facility's Principal will forward it to the Accounting office of the Norfolk Public Schools. The Superintendent, and in some cases the School Board, will then review it. Upon final approval, the Superintendent will issue a use permit, and forward it with a billing statement to the applicant. For information or assistance regarding this form, please call the school involved or the Accounting Technician for Rentals at 628-3910, x21283.

TO BE COMPLETED BY APPLICANT:

School. Application is hereby made for the use of _____ **School.**

Facility. Check the facility or facilities that you wish to lease.

- Auditorium Piano Gym Multi-Purpose Room
 Library Cafeteria Kitchen Choral Room
 Classroom (number of, if more than one: _____) Grounds
 (section of grounds - e.g., north, south, east or west) Stadium

Term. (When accepted, either as is or modified, this will be the term of your lease. No lease will be granted for more than six (6) months.)

Date or dates applied for:

Time or times applied for: From _____

To _____

GIVE THE FOLLOWING INFORMATION:

1. The Individual executing this application must be a resident of Norfolk and at least 18 years old. Do you meet these requirements?

Yes No

What are your personal address, personal telephone number and business telephone number?

Home Address _____ City _____

Zip Code _____

Home Phone _____

Business Phone _____

2. The individual executing this application must be an officer of the organization wishing to lease the facility with the general authority to bind the organization to any contract, lease or other agreement.

What organization do you represent?

What is your organization's street address, mailing address (if that is different) and telephone number?

What office do you hold within your organization?

Do you have the authority to bind your organization to this lease by your signature?

Yes No

3. Is your organization classified and designated to be exempt from taxation?

Yes. If so, provide tax-exempt certification

No.

4. What is the character of the event for which your organization is requesting a lease? Explain fully, indicating the anticipated attendance.

5. Will admission be charged? Yes No. Will a donation be collected? Yes No

6. To whom will proceeds be paid, and in what proportion?

7. Age Group (Check): Elementary Middle High Adult

8. Admission will be by: Invitation Membership , Open to Public

TICKETS. When admission for an event is charged, an admission ticket must be furnished before a permit for use can be issued. The sponsoring non-profit organization must be printed on the admission ticket.

CHILD NUTRITION SERVICES. Should the Child Nutrition Services be required, contact the Nutritional Supervisor at 628-2760.

RESERVATIONS. No facility is reserved until the application is approved; the Superintendent issues a use permit, and the applicant pays all initial fees.

FEES GENERALLY. The applicant must pay, where applicable, all operational costs, custodial overtime charges, and other related charges. Fees are charged for the entire period during which as applicant leases a facility, including rehearsal, preparation and clean-up time. **Fees are due ten (10) days before the event.** (Fees for custodial overtime are charged when an applicant's activities require custodians to take time during their regular hours to assist the applicant, thereby requiring custodians to then work overtime to complete their regular duties.) (See copy of original hardcopy app.)

STADIUM FEES. When requesting the lease of a stadium in addition to all other fees, the applicant must pay ten percent (10%) of the gross gate exclusive of amusement tax or a minimum of five hundred dollars (\$500.00) whichever is greater. The applicant must pay the minimum payment of five hundred dollars (\$500.00) at least seven (7) days prior to the date of the event for which the lease was requested. The applicant must pay any additional money due, no later than thirty (30) days after the event for which the lease was requested. With this final payment, the applicant must file a financial game report.

GENERAL CANCELLATIONS AND TERMINATIONS. Requests to **cancel or terminate a lease must be submitted to the principal of the school involved and the Accounting Office of the Norfolk Public Schools at least seven (7) days prior to the event for which the lease was requested.** The School Board and/or the Superintendent may, at their discretion, deny a request to cancel a lease submitted after this deadline.

STADIUM CANCELLATIONS AND TERMINATIONS. The School Board and/or the Superintendent reserve(s) the right, when the lease of a stadium is granted, to cancel any individual event (where the lease is for a series of event) or terminate the lease if the cancellation or termination would avoid excessive wear and tear of Norfolk Public Schools' property, or would otherwise be in the best interests of the Norfolk Public Schools.

DISCLAIMERS. No applicant may advertise an event until a lease is granted and the facility reserved. All advertisements for events must include the following disclaimer statement, exactly as set out below, in a type size immediately legible to a casual observer:

"This event is sponsored by an independent organization granted selective access to a Norfolk Public Schools facility pursuant to a lease. In granting this access, the School Board and the Administration of the Norfolk Public Schools in no way express or imply their approval, endorsement or sponsorship of this event or the independent organization sponsoring it."

INDEMNIFICATION. The applicant (meaning thereby both the individual signing this application form and the organization of which that individual is an officer) is responsible and shall reimburse the School Board for any damage to any facility, and the personal property therein, arising out of the applicant's use and occupation of the facility, or by reason of the applicant's breach or nonperformance of any provision, covenant or condition of the lease, including those incorporated by reference. The applicant agrees to indemnify and hold harmless the School Board of the City of Norfolk, the Norfolk Public Schools, and all their officers and employees from all fines, penalties, costs, legal expenses (including reasonable attorney's fees), suits, liabilities, damages, claims, and actions of any kind arising out of the applicant's use and occupation of a facility, or because of the applicant's breach or nonperformance of any provision, covenant or condition of the lease, including those incorporated by reference. This indemnification shall extend to all claims for death or injury to persons and damage to property and to legal expenses (including reasonable attorney's fees) incurred defending such claims.

DISCRIMINATION. Constitutional and statutory provisions prohibit discrimination. The individual signing this application represents that neither he nor his organization practices discrimination in any form. The School Board will deny any application for lease or terminate any existing lease upon discovery that the individual signing this application or his organization practices discrimination or engages in discriminatory practices.

ENTIRE AGREEMENT. This form, the Fee Schedule for Rental of School Facilities (where applicable) and those policies and regulations incorporated by reference below contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the applicant and the Norfolk Public Schools.

STRICT COMPLIANCE. The individual signing this application and the organization that individual represents must strictly comply with every provision, covenant and condition of the lease. The School Board and/or the Superintendent, at their discretion, may treat any failure to comply with any provision, covenant or condition as a material breach and terminate the lease.

ALL THE PROVISIONS, COVENANTS AND CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, RESTRICTIONS, REQUIREMENTS, OBLIGATIONS AND DUTIES) OF THE POLICIES AND REGULATIONS OF THE NORFOLK PUBLIC SCHOOLS CONCERNING THE COMMUNITY USE OF SCHOOL FACILITIES (POLICY KGZA, POLICY KGZB, REGULATION KGZB/R, POLICY KGZC AND REGULATION KGZC/R) ARE HERBY INCORPORATED INTO THIS APPLICATION FORM. ALL THE PROVISIONS, WHERE APPLICABLE, OR THE CURRENT NORFOLK PUBLIC SCHOOLS' "FEE SCHEDULE FOR RENTAL OF SCHOOL FACILITIES" ARE ALSO HEREBY INCORPORATED INTO THIS APPLICATION FORM.

THIS APPLICATION FORM, WHEN FULLY EXECUTED, IS AN OFFER, BINDING UPON THE APPLICANT, TO LEASE A FACILITY. UPON THE APPROVAL OF THIS APPLICATION AND THE ISSUANCE OF A USE PERMIT, YOUR LEASE WILL CONSIST OF THIS FORM, AND THOSE PROVISIONS INCORPORATED BY REFERENCE ABOVE (THE CURRENT FEE SCHEDULE AND THE POLICIES AND REGULATIONS). YOUR LEASE IS THIS FORM, THE FEE SCHEDULE AND THOSE POLICIES AND REGULATIONS.

BY YOUR SIGNATURE ON THIS FORM, YOU BIND YOURSELF PERSONALLY AND YOU BIND YOUR ORGANIZATION TO ALL THE PROVISIONS, COVENANTS AND CONDITIONS OF THE LEASE, INCLUDING THOSE INCORPORATED BY REFERENCE ABOVE.

Name of Organization _____

Your Name (Printed) _____

Signature (Seal) _____

Once completed, return this application form to the school where the facility is located for the Principal's approval.

TO BE COMPLETED BY THE SCHOOL:

Number of custodial employees needed _____

Number of hours needed _____

Application is: Recommended Not Recommended

School Principal's Signature _____

TO BE COMPLETED BY THE ACCOUNTING DEPARTMENT:

Fees:	Operational	\$ _____	Custodial \$	_____
	Other	\$ _____	Total	\$ _____

Date application received _____

Approved _____ Permit Number _____