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## Mullen Public Schools

CHRIS KUNCL  
Superintendent  
308-546-2223  
402-699-1754

MIKE KVANVIG  
High School Principal  
308-546-2223

PHIL HOYT  
Activities Director  
308-546-2223

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### **GYM/WEIGHT ROOM AGREEMENT**

This Agreement made and entered on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Mullen School District, herein referred to as Owner, and \_\_\_\_\_ herein referred to as Licensee:

1. **Premises Covered:** Owner grants to Licensee, for the period of time and upon the conditions and terms hereinafter set forth, the right to use the HILLTOP GYM & WEIGHT ROOM.
2. **Term:** This annual license to use the above facilities shall commence/end on \_\_\_\_\_
3. **Cost:** A Fee of \$60 dollars for a single membership or \$120 dollars for a family membership will be paid before access is allowed. Membership is annual and cards will be deactivated unless the annual membership has been renewed. Extra key fobs are \$15 each, first fob is included. Summer membership is \$30 for June, July, and August access.
4. **Family Membership:** consists of immediate family members living in the house of the Licensee. This includes college students under the age of 26 home for break or the summer.
5. **Right to enter:** Licensee may only enter facility from **6:00 pm to 6:00 am on school days if, and only if, the Owner is not in use of the facility. Entrance is available 3:00 AM to 11:59 PM on weekends. Summer schedules will be posted.** School usage during licensee's scheduled entrance times will be posted on the school web page. The facility is available to all members; it is not a "first come, first served" basis. Licensee has the right to **occasionally** invite family and friends from out of town. If they are local residents of or around our district, they are highly encouraged to have a membership. Owner reserves the right to enter said premises at any time during the term of this license.
6. **Damage Liability:** The licensee will be held responsible for any and all damage to the premises. Should owner and licensee be unable to agree on the amount of damage to the premises as a result of use by the licensee, the owner shall designate an appraiser, licensee shall designate an appraiser and the two appraisers will select a third appraiser. Such three appraisers shall then meet and determine the extent and dollar value of any damage done as a result of licensee's use of said premises; and majority decision of such appraisers shall be binding on the parties hereto.
7. **Indemnity:** Licensee agrees to indemnify and save owner harmless against any claim or demand arising by any reason of the occupancy and use of the said premises by licensee and against any damage arising from the negligent act or omission of licensee, any person in their family or employ or upon the premises by reason of the Licensee's occupancy thereof.
8. **Surrendering Possession:** Upon termination of the agreement, Licensee shall surrender up possession of said premises peaceably and in good condition.

9. **Revoking Membership:** Licensee may have permit revoked at any time during the term above with no refund, if the Owner decides they have violated the trust of this agreement. Consequences may include losing membership indefinitely.
  
10. **Video Recording:** Licensee will be on video surveillance any time they are inside the premises of the school.
  
11. **Card Reader:** Every member should swipe their key when entering the gym even if the door is open.
  
12. **Drinks and Restrooms:** Restrooms are not available. Licensee may bring appropriate beverages
  
13. **Reporting issues/abuse of facility:** Contact 546-2223 or Supt. Chris Kuncl 402-699-1754.
  
14. **Adult Supervision:** Supervision is required for anyone under the age of 19.
  
15. **Non-Assignment:** Licensee shall not have the right to assign Licensee's rights under this agreement to any other person or persons without the prior written consent of the owner.
  
16. **Effect of Agreement:** This Agreement shall be fully and completely binding upon the parties here to, their heirs, devisees, personal representatives, successors, and assigns.
  
17. **Organized Events:** All organized practices or events must be approved by Owner.
  
18. **Equipment:** School will provide basketball hoops and volleyball nets for use. If they are up they are to be left up; if they are not up they need to be taken down if you put them up. Volleyball nets can only be set up on half of the gym; one court must always remain open if not already set up by Owner. Please clean up after yourselves and leave the gym as you found it.
  
19. **Floor Care:** Owner requires shoes that are used strictly for gym floor use and are not worn outside of the gym. Owner does not allow any items that may scratch or damage floor. (Toys, Boots, etc.)
  
20. **Contract:** Owner reserves the right to amend contract at any time the need for revisions arise.

School Official \_\_\_\_\_ DATE \_\_\_\_\_

Single LICENSEE \_\_\_\_\_ DATE \_\_\_\_\_

Family LICENSEE \_\_\_\_\_ DATE \_\_\_\_\_

Family Members: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_