

Cleveland Central Catholic High School, Athletic Department, 6550 Baxter Avenue
Cleveland, Ohio 44105

Main Office: 216-441-4700 Athletic Office Fax: 216-441-8357

APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES
IRONMAN CENTER

NAME OF APPLICATION/PERSON IN CHARGE: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____ TELEPHONE NO: _____

SCHOOL BUILDING/ORGANIZATION: _____

PURPOSE FOR REQUESTING FACILITY: _____

If charging an admission fee, how much? _____

Building Requested: _____ Date(s) of Event: _____

Area to be used: _____

Number of people attending _____ Actual Event Time: Start: _____ Finish: _____

I, or the organization I represent, hereby agree to hold ourselves responsible for the supervision of the activity, for the conduct of all persons present, and for any damage which may result to school property. We further agree to be responsible for all charges that may be made. We have read and concur with the attached list of rules and the condition as outlined on the reverse side. We agree to hold the Diocese of Cleveland and Cleveland Central Catholic High School harmless from any actions that may result from our use of the school district facility and I have obtained liability insurance for \$1 million naming the Diocese of Cleveland and Cleveland Central Catholic High School as the certificate holder. I understand the Diocese of Cleveland and Cleveland Central Catholic High School has the right to cancel this permit.

X

Signature of Applicant

Date

For Office Use:

Expiration of Insurance: _____

(Administrator to initial for approval and return to the business Office)

President _____ Approval

Principal _____

Athletic Director _____

Supervisor Buildings, Grounds & Custodial Staff _____

X

APPROVED BY DIRECTOR OF FINANCE

DATE APPROVED

Estimated Charges: Building \$ _____

Equipment \$ _____ Custodial \$ _____ Security \$ _____

CLEVELAND CENTRAL CATHOLIC HIGH SCHOOL IS A SMOKE-FREE ENVIRONMENT

**ADDENDUM
TO PERMIT FOR USE OF SCHOOL FACILITIES**

PARTIES:

Lessee : _____

Lessor / School: Cleveland Central Catholic High School

THIS ADDENDUM TO PERMIT FOR USE OF SCHOOL FACILITIES IS AGREED TO BY (LESSOR) THE DIOCESE OF CLEVELAND AND CLEVELAND CENTRAL CATHOLIC HIGH SCHOOL, 6550 BAXTER AVENUE, CLEVELAND, OHIO 44146, AND (LESSEE)

**PREMISES
INTENDED USE**

The Lessee shall be entitled to use and occupy the **Cleveland Central Catholic High School Ironman Center** together with certain personnel, services, and equipment, noted in Exhibit A, for the sole and exclusive purpose of conducting the following event:

SCHEDULE

SCHEDULE

DATE

OCCUPANCY TIME

NOTE: SETUP AND CLEANUP FOR THE EVENT IS THE RESPONSIBILITY OF THE LESSEE.

RENT

Lessee shall pay to the Board the amount of \$ _____ plus expenses, at least 48 hours prior to the event unless other arrangements are made. Failure to make the payment on time will result in the cancellation of the event.

Lessee shall not sublet the premises in any event, nor shall the Lessee have any rights should an act of God, civil disaster, or other emergency render the premises unusable.

**SERVICES/
PERSONNEL**

Lessee shall provide an "Administrator in Charge," who shall work with the School appointed administrator in charge to answer questions and facilitate the coordination of School personnel.

Lessee shall be responsible for hiring security officers/auxiliary police officers, and for paying such officers the night of the event.

Lessee shall also hire at least one School employees to assist in opening, operation, and closing of the complex.

**EQUIPMENT/
UTILITIES**

Rent shall include utilities and the use of equipment listed in Exhibit A.

**HOLD
HARMLESS
LIABILITY**

Except where the same may be caused by or result from negligence of the School, its agents or employees, the School shall not be held responsible, for, and is hereby relieved from, any and all liability by reason of any injury, loss or damage to any person or property in or about the Premises, however caused, whether the loss, injury or damage be to the property of Lessee or persons in its employ or any other person whomsoever.

Lessee agrees to indemnify and save harmless the School from and against any and all claims and demands of third persons (including, but not limited to. Those for death, personal injury, or for loss of or damage to property) arising directly or indirectly out of or in connection with Lessee's occupancy or use of the Premises, or as a result of any acts or omissions of Lessee or its respective licenses, invitees, agents or employees, and from and against any and all costs,

expenses or damages (including, but not limited to, attorneys' fees, in connection with any such claims or demands.

The School shall have no obligation to and shall not maintain insurance of any kind or nature protecting Lessee's interests hereunder, nor in any property brought upon the Premises by Lessee, nor as to liability to persons coming upon the Premises during Lessee's use thereof, nor as to Lessee's liability, if any, to persons for injuries occurring upon the Premises.

Lessee shall, at its sole cost, for the benefit of Lessee and the School as an additional insured, secure and keep in force comprehensive general liability insurance to protect the School from and against liability for property damage, personal injuries, and bodily injuries that may be sustained or claimed by any and all persons in or about the Premises (also against death claims on account of injuries and damages sustained and fatalities occurring in or about the Premises or as the result of such injuries), such insurance at all times to be in an amount not less than one million dollars (\$1,000,000.00), and to be placed with an insurance company satisfactory to the School. Proper certificates evidencing the issuance of such insurance shall be deposited with the School prior to the commencement of Lessee's use of the Premises.

**REMEDIES OF
DEFAULT**

This agreement made on the condition that Lessee shall observe all of its requirements and punctually perform all of its covenants and agreements hereunder, and that it at any time there shall be any default on the part of Lessee in the payment of any amount of money herein agreed to be paid or in the observance of any of Lessee's obligations hereunder not relating to the payment of money, and such default is not cured within a reasonable time, in no event to exceed seven (7) days, Lessee shall have no further right to use or occupy the Premises and shall not be entitled to any refund or rebate or any amounts previously paid to the School.

**REPAIRS AND
MAINTENANCE**

Lessee accepts the Premises in their "AS IS" present condition and with existing facilities, and Lessee agrees to replace or to pay the School to repair any part of the Premises, equipment, or facilities provided which may become damaged or destroyed, ordinary wear and tear excepted, as a result of Lessee's use thereof.

**LESSEE TO
CONFORM TO
ALL LAWS**

Lessee shall conform and observe all laws, ordinances, rules and regulations of the City of Cleveland, the Diocese of Cleveland, State of Ohio, the United States of America, and of all public authorities which in any manner affect the Premises or the improvements on or about the same or the use thereof, and will not knowingly suffer or permit any unlawful business or trade to be conducted upon the premises, nor permit any liquor, whether spirituous, vinous or fermented, be consumed or sold either at wholesale or retail upon the Premises.

**FIRE DAMAGE,
WIND, STORM
OR ACTS OF GOD**

In the event the Premises shall be damaged or destroyed by fire, wind, or other acts of which thereby prevent the use of the Premises for the purposes set forth in Paragraph 3, this Agreement shall terminate, and neither the School nor Lessee shall have any rights or obligations hereunder, and Lessee shall have no claim against the School for damages or compensation.

WAIVER

Lessee and School agree, to all conditions contained herein for the. No waiver of any condition, covenant, or stipulation contained in this Agreement, or of any breach thereof shall be taken to constitute a waiver of any subsequent breach of the same or of any other provision hereof.

AUTHORITY

The undersigned hereby represent and warrant that they have all requisite authority to execute this Agreement on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties here to have set their hands to duplicate originals hereof as to the dates set forth below, and this Agreement shall be effective as of the date of last execution hereof.

Lessor / School : Cleveland Central Catholic High School

By _____
Date

And _____
Date

Lessee: _____

By _____

Its _____

And By _____

Its _____

Exhibit A
