

**Application and Agreement for Use of District Property**

***NOTE:** Please complete this form in duplicate and submit both copies to the School Principal for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization along with a contract prepared by the Board Attorney. The contract shall be signed by the designated representative of the using organization and returned to the School Principal. If the application is not approved, both copies will be returned.*

Name of Sponsoring Organization/Activity _____ Telephone _____	
Representative's Name _____	
Address _____	
The above organization/individual requests the use of:	
<input type="checkbox"/> auditorium <input type="checkbox"/> gymnasium <input type="checkbox"/> dining room/kitchen <input type="checkbox"/> stadium <input type="checkbox"/> classroom(s) _____ <input type="checkbox"/> other, specify _____	
Is the organization planning to use District-owned equipment? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, specify equipment _____ Operator 's Name _____	
Is the organization planning to conduct sales on school premises? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, give a complete description of what is being sold and how the proceeds will be used. _____	
Building/school/facility _____	
Purpose _____	
Date(s) requested _____	Time(s) Requested _____
Will public be admitted?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will advertisement(s) be used?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will admission be charged?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**When using school facilities, this organization agrees to observe the following:**

1. **To schedule with the building Principal the time(s) District property is to be used.** It is understood that the Superintendent/designee may cancel the use of the room or building at any time such use interferes with regular school activities.
2. **To be legally responsible for any and all damage to individuals and school equipment, building(s), grounds, or facilities, resulting from use by the organization.** To this end, the organization that is not school-related may be required to procure sufficient liability insurance to indemnify the Board, school officers, and employees for any injuries or property damage that might occur during the organization's use of the facilities. The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.
3. **To provide appropriate equipment for the use of District property.** When gymnasiums are used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
4. **To abide by the requirements of Board Policies 05.3 and 05.31 (see attached).** Disregard of the rules and regulations governing the use of the school buildings, equipment, and facilities shall result in the refusal of the Board to grant the offending organization further use.

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**FEE SCHEDULE**

The organization agrees to pay the applicable fee(s) for the use of District facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians				
Food Service Employees				
Supervisory Personnel				
Other _____				
<b>TOTAL PERSONNEL CHARGE</b>				

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
<b>Gymnasium</b> at _____ school	\$45.00			
<b>Auditorium</b> at _____ school				
<b>Cafeteria - <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both</b> at _____ school	\$15.00- D.R. \$30.00- KIT			
<b>Classroom(s) Number _____</b> at _____ school	\$15.00			
<b>Stadium</b> at _____ school				
<b>Other Property</b> at _____ school				

\_\_\_\_\_  
*Signature - Representative of User Group*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature - Superintendent/designee*

\_\_\_\_\_  
*Date*

In the event school is closed due to weather conditions, all scheduled activities, with the exception of dinner meetings, will be canceled and opportunity to reschedule or refund rental fee(s) will be made.SCHOOL FACILITIES

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<b>For Office Use Only—To Be Completed by School Official</b>		
Cost for use of District property \$ _____	Cost for school employee \$ _____	Total cost \$ _____
Deposit \$ _____	Is deposit refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Deposit Received _____	Balance Due \$ _____	
Board employee(s) assigned: _____		
Board Action Date, if applicable _____	Board Order # _____	

Review/Revised:8/21/01

## Usage Application

### CONDITIONS OF USE

The use of school facilities is subject to the following conditions:

1. An official application shall be made to the Principal at least three (3) days in advance of the date scheduled for use.
2. Permission to use facilities will be granted only to responsible and organized groups, and responsible officers of that group must sign the usage application.
3. Conditions of that usage application shall include:
  - a. Acceptance of responsibility by officials of the organization for any damage or loss resulting from the use;
  - b. Agreement that organizations, and officers thereof, shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board harmless from any such claims against it;
  - c. Agreement to observe all fire and safety regulations;
  - d. Agreement that the use of tobacco products shall not occur within the building and that the use of alcoholic beverages is prohibited in school buildings or on school grounds;
  - e. Observance that no games of chance or otherwise immoral or illegal activity shall be allowed on the premises;
  - f. The presence of a school employee at all times. The hourly wage of the employee may be included in the contract along with the social security and retirement payments required by law. If the employee is employed beyond the normal 40-hour week that he works for the District, overtime wages must be paid.
  - g. The presence of a food-service employee when kitchen facilities are used. The hourly wage of the employee must be included in the contract along with social security and retirement payments required by law.
  - h. Agreement that no alterations to the buildings or grounds be made without prior approval;
  - i. Agreement that the using party shall not sublease or reassign any portion of the building or item of equipment covered by the usage application;
  - j. Agreement that school equipment shall not be a part of the usage agreement unless specifically enumerated; and
  - k. Agreement to leave the facilities in as good a condition as before used.

### INCLEMENT WEATHER

When schools are closed due to inclement weather or other emergency conditions, rental agreements are also canceled, unless exceptions are granted by the Superintendent or designee.

**Usage Application**

**ASSIGNMENT**

The requirements of the school program shall receive priority consideration over all other use of facilities. School-related organizations shall be given priority consideration over non-school-related organizations.

**REFERENCES:**

KRS 438.050

OAG 81-295

P. L. 107-110 (No Child Left Behind Act of 2001)

**RELATED POLICIES:**

05.3

10.3

Adopted/Amended: 08/14/1995

Order #: 5936

**Community Use of School Facilities****WHO MAY USE**

The Board may grant the use of school facilities to responsible and organized groups for purposes that provide demonstrable benefit to the schools or to the community as a whole. School facilities shall not be used for personal or commercial activities.

**AVAILABILITY**

The Board shall determine when and which facilities will be available to the community and establish reasonable fees for their rental.

**APPLICATION AND CONTRACT**

The Board shall adopt an official application form and an official rental contract, both of which shall detail the conditions of usage. Persons authorized to represent officially the renting organization must sign the application and contract.

**LIABILITY**

The Board shall require the renting organization to assume all liability for injury to individuals by reason of the lease of Board property and that the organization indemnify and save harmless the Board from any loss or damage thereby.

**INSURANCE**

If the non-school related activity sponsored by the community group involves admission or is designated as a high-risk activity by the Superintendent or designee, the community group shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

**EXCEPTION**

Activities that are sponsored by approved student organizations, faculty groups, or school-related parent groups may use school facilities without charge when approved by the Principal and supervised by school personnel.

**REFERENCES:**

KRS 160.290

KRS 160.293

KRS 160.340

KRS 162.050

OAG 80-78

OAG 60-389

P.L. 107-110 (No Child Left Behind Act of 2001)

**RELATED POLICY:**

10.3

Adopted/Amended: 08/14/1995

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