

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 _____	
Eligible groups may contract for meals to be served in the school dining areas. Use of kitchen equipment requires the presence of school food service employee.	
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
Insurance attached?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the organization aware of the District's 100% tobacco-free policy? <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.
5. To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

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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 _____ _____				
TOTAL PERSONNEL CHARGE				

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

Signing below signifies agreement to all terms of agreement and policies:

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.

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For Office Use Only—To Be Completed by School Official		
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 # _____
Proof of Insurance	Yes _____	No _____
Name of insurance company: _____		

Review/Revised:06/27/13

Usage Agreement

CONDITIONS OF USAGE

All use of school facilities by the community is subject to the following conditions:

1. An official application shall be made to the Superintendent or the Superintendent's designee at least five (5) working days prior to the last regularly scheduled Board meeting prior to the requested date of use. Once the Board grants permission to use the facilities, it is the responsibility of the requesting group or individual to schedule the date and time of use with the Principal.
2. Use of facilities shall be granted only to responsible and organized groups and individuals; responsible officers or representatives of a group or the individual must sign the application and the contract.
3. Conditions of that agreement shall include:
 - a. Acceptance of responsibility by individuals or by officials of the using organizations for any damage or loss resulting from use;
 - b. Agreement that parties using facilities 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 and the use of alcoholic beverages are prohibited at all times in any building or facility owned or operated by the Board, including the Central Office Building and on all school property;
 - e. Observance that no immoral or illegal activity shall be allowed on the premises;
 - f. The presence of a school employee at all times. Such employee shall be designated by the Principal and shall, in no way, be responsible for the conduct of persons present. The hourly wage of the employee shall 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 s/he works for the Board, overtime wages must be paid;
 - g. Agreement that no alterations to the buildings or grounds be made without prior approval;
 - h. Agreement that parties using facilities shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
 - i. Agreement that school equipment shall not be a part of the usage contract unless specifically enumerated;
 - j. Agreement to leave the facilities in as good a condition as before used; and
 - k. The presence of a food-service employee if food service facilities are used, with the using party to pay overtime wages as required by law.

REFERENCES:

[KRS 162.055](#); [KRS 438.050](#), [OAG 81-295](#)
P. L. 114-95, (Every Student Succeeds Act of 2015)

RELATED POLICY:

10.3

Adopted/Amended: 6/27/2013
Order #: 165.G

Community Use of School Facilities

WHO MAY USE

The Board may grant the use of school facilities to responsible and organized local groups or individuals 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 gain, nor shall use of school facilities be granted when such use interferes with educational programs or other school-related activities.

The Board may authorize the use of school property by public members of the community during non-school hours for the purpose of recreation, sport, academic, literary, artistic, or community uses as defined in KRS Chapter 162 pursuant to this and other policies adopted by the Board and related procedures established by the Superintendent. ¹

APPLICATION AND CONTRACT

Individuals or persons authorized to officially represent an organization shall submit to the Superintendent or Board for approval a written request for use of facilities, equipment, or grounds. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

SCHEDULING

Individuals or groups whose request for the use of facilities has been approved shall schedule such use through the building Principal or the Principal's designee. No activity shall be scheduled without the approval of the Superintendent or the Superintendent's designee.

LIABILITY

The Board shall require a using party 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

The Board shall not be held liable for any accidents or injuries to participants or attendees in non-school related activities. All and any non-school related events and all events sponsored by community groups or individuals shall be required to provide insurance coverage for all individuals participating or attending the event. Proof of liability insurance must accompany the application request to use the facility and presented to the Board for final approval.

CHARGES AND FEES

The Board may charge the using party a facilities usage fee and may require reimbursement for any and all expenses incurred, such as utility costs and custodial, supervisory, and food-service salaries.

EXCEPTIONS

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.

Community Use of School Facilities**SUPERVISION**

A Board employee designated by the Principal shall be present at all times to supervise the use of school facilities.

RESTITUTION OF DAMAGES

Individuals or groups using school facilities shall reimburse the Board for any repair of damages to or replacement of school property lost, stolen, damaged or vandalized while under its care.

TOBACCO USE

Use of tobacco is prohibited at all times in any building or facility owned or operated by the Board, including the Central Office Building and all school property.

DISREGARD OF RULES

Disregard of the rules and regulations governing the use of school buildings and facilities shall result in the refusal of the Board to grant the offending group or organization further use of the buildings and facilities.

REFERENCES:

¹[KRS 162.055](#)

[KRS 158.183](#)

[KRS 160.290](#)

[KRS 160.293](#)

[KRS 160.340](#)

[KRS 162.050](#)

[OAG 60-389](#); [OAG 80-78](#)

P. L. 114-95, (Every Student Succeeds Act of 2015)

20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

RELATED POLICY:

10.3

Adopted/Amended: 6/28/2012

Order #: 165.J