

# Forest Hills School District

## Application / Lease

### Lease of District Facilities

Please complete all information and return:

Treasurer's Office  
Forest Hills School District  
7550 Forest Road  
Cincinnati, Ohio 45255

Phone: 231-3600 Fax: 231-3830

#### Section One - Application

Name of Organization (Lessee) \_\_\_\_\_ Application Date \_\_\_\_\_  
 Address of Organization \_\_\_\_\_  
 Name of Representative \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Type of Event \_\_\_\_\_ Anticipated Attendance \_\_\_\_\_  
 Date(s) of Event \_\_\_\_\_ Time \_\_\_\_\_ End \_\_\_\_\_  
 Other information \_\_\_\_\_

#### Location of Facility (check all that apply):

<input type="checkbox"/> Anderson High School	<input type="checkbox"/> Turpin High School	<input type="checkbox"/> Nagel Middle School	<input type="checkbox"/> Ayer Elementary
<input type="checkbox"/> Maddux Elementary	<input type="checkbox"/> Mercer Elementary	<input type="checkbox"/> Sherwood Elementary	<input type="checkbox"/> Summit Elementary
<input type="checkbox"/> Wilson Elementary	<input type="checkbox"/> Administration Building	<input type="checkbox"/> Other _____	

#### Facility (check all that apply):

<input type="checkbox"/> Classroom	<input type="checkbox"/> Auditorium	<input type="checkbox"/> Media Center	<input type="checkbox"/> Cafeteria
<input type="checkbox"/> Gym <input type="checkbox"/> Aux. gym	<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> Football Stadium	<input type="checkbox"/> Track
<input type="checkbox"/> Soccer Stadium	<input type="checkbox"/> Baseball/Softball Fields	<input type="checkbox"/> Soccer Fields	<input type="checkbox"/> Tennis Courts
<input type="checkbox"/> Parking Lot	<input type="checkbox"/> Other _____	<input type="checkbox"/> Food _____	

#### Staff (check all that apply):

<input type="checkbox"/> Custodian	<input type="checkbox"/> Food service	<input type="checkbox"/> Life Guard	<input type="checkbox"/> Game Manager
<input type="checkbox"/> Tech Support			

#### Section Two - Approval

Anticipated Facility Rental Fee	\$ _____	-
Estimated Custodial Charge	\$ _____	- (\$30 per hour if necessary)
Estimated Food Service Charge	\$ _____	-
Estimated Life Guard Charge	\$ _____	-
Estimated Game Manager Charge	\$ _____	-
Estimated Other Charges	\$ _____	-
Specify _____	Total Charge (est.)	\$ _____ -

☐ Proof of Liability Insurance Attached  
☐ Shared District Guidelines for Medical and Food Related Conditions  
☐ Section Seven, Cancellation, reviewed and initialed by Lessee  
☐ Section Eight, Lease, executed by Lessee and Lessor

☐ Recommended for Approval  
☐ Recommended for Approval with conditions \_\_\_\_\_  
☐ Denied

Recommended by: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved  
☐ Approved with conditions \_\_\_\_\_  
☐ Denied

Treasurer's Office Approval by: \_\_\_\_\_ Date: \_\_\_\_\_

### **Section Three – Application/Lease Process**

1. The privilege of school building or facility use shall be permitted in consideration of the provisions of sections 3313.76, 3313.77 and 3313.78 of the Ohio Revised Code.
2. All requests for the use of the buildings and grounds shall be submitted to the office of the principal or assistant principal at the appropriate location. The only exception is that all requests for gymnasiums and for all outdoor athletic facilities (including Brown & Spartan Stadiums) shall be submitted to the Director of Business Operations.
3. All groups or individuals requesting use of school facilities shall complete a formal application/lease agreement. This should be submitted no less than fourteen (14) calendar days prior to the use of the facility.
4. All application/lease agreements that are recommended for approval along with insurance documentation shall be submitted for approval to the office of the Treasurer no less than seven (7) calendar days prior to the use of the facility.
5. The Food Service Supervisor must approve the use of kitchens. Use will be granted only when a district food service worker is present. This applies to all uses of the district kitchen facilities. A fee will be paid by the organization for the services of the food service employee in attendance (minimum time is two hours), which will be included in the rental schedule. A temporary food license may be required by the Hamilton County Board of Health. It is the responsibility of the organization leasing the facility to obtain the temporary food license.
6. A request for the use of special equipment including but not limited to projectors, pianos, public address systems, scoreboard controls or other property must be made at the time of application is submitted. If it is necessary, as deemed by the district, for a district employee to be available to operate equipment, the cost for the employee will be included in the rental schedule. (minimum time is two hours)
7. The cost for custodial time will be based not only on the length of the scheduled event, but also the time necessary to return the facility to the proper condition for the next school day. If the event is scheduled during a time when custodial staff is not normally scheduled in the building, there will be a minimum time charge of two hours.
8. First priority will be given to school activities with respect to scheduling. Second priority will be given to Board –Sanctioned Organizations and third priority will be given to Community Groups Serving School-Age Children.

### **Section Four – Application/Lease Process**

1. The application/lease is to be completed by the parties.
2. The district application/lease and insurance verification are to be forwarded to the Treasurer's office at least seven (7) calendar days prior to the initial date of the lease.
3. The Treasurer's office shall bill the person/organization identified, in accordance with the lease.
4. The school shall retain a copy of the application lease form, and insurance verification for its files.
5. The Treasurer's office will provide to the lessee, upon request, an approved copy of the application/lease and a copy of the specific guidelines regarding use of the facility

### **Section Five - Building Guidelines**

The district will develop guidelines for the use of buildings (entrance doors to use, restroom facilities, floor plans, etc.). The district reserves the right to require a deposit or advance payment of fees. The following district rules shall be a part of each building's guidelines:

1. The renter of a facility shall assume all liability for damages which may occur in or about the building while the renter has control and use of the building. Failure to reimburse the Board for damage to property will result in loss of facility use and possible legal action.
2. The renter of the facility shall indemnify the Board of Education, its members and employees and hold harmless from and against all expenses, liabilities, claims, suits or judgments arising out of or connected with the renter's use of the facilities.
3. The renter of the facility is responsible for all who come upon school grounds as a result of their use of district facilities.
4. Only the Board of Education may pay Board employees for services in connection with the use of school facilities.
5. All charges for lease, supervision, custodians, and other personnel will be billed by the Treasurer's office and must be paid within thirty (30) calendar days. No group liable for charges will be permitted use of a facility if payment has not been made. Failure to make payment will result in the group being denied future consideration.
6. Permission to use school facilities is not transferable.
7. If an admission tax is to be collected or if fees are to be paid to any agency or group, the organization renting the facilities must assume all responsibilities and must meet all obligations.
8. The school district reserves the right to revoke authorization of facility use at any time.
9. There shall be proper supervision for the accommodation and control of patrons attending any activity.
10. Additional fees may be charged for special equipment such as but not limited to movie projectors, public address systems, and music risers, and for the cost of personnel assigned to operate such equipment.
11. The Board of Education or its representatives shall have free access to all rooms and all spaces at all times.
12. The Board of Education assumes no responsibility for articles left on the premises.
13. Fire and safety regulations of the Board of Education, the local fire department, and the State of Ohio must be followed at all times.
14. No fireworks or explosives of any nature shall be permitted, without prior Board of Education approval, in or about district property.
15. Flammable decorative materials are prohibited.
16. There shall be no smoking on any school grounds. Enforcement is the responsibility of the group leasing the facilities.
17. There shall be no alcoholic beverages or intoxicating drugs brought into or consumed in the buildings or on school grounds. Persons under the influence of alcohol or an intoxicating drug shall not be permitted on the premises.
18. The renter of the facility is responsible for enforcing the no smoking and no alcohol portions of this lease.
19. Firearms or other weapons concealed or otherwise, are prohibited from being carried on to school grounds.
20. No modification may be made to facilities (wiring, heating, etc.).
21. The renter shall vacate the facility by 10:00 p.m., unless exception is approved in the lease.
22. Renters must be 21 years of age.
23. Facilities will not be available on legal holidays.
24. Facilities will not be used for any form of gambling.
25. Facility use will not be permitted for private individuals or family affairs. The use of District grounds and facilities shall not be granted for private social functions or any purpose which is prohibited by law.
26. District employees using the facilities for personal gain must enter into a lease agreement and comply with all conditions of the lease.
27. A lifeguard must be present for all users of the pool with a ration of swimmers to lifeguard of no more than 30:1.

**Section Six – Fee Structure**

The attached fee structure is to be utilized. No fee adjustment or waiver may be made without authorization from the Board of Education or Superintendent.

	<u>Categories of Groups Eligible to Use Facilities(*)</u>			
	#1	#2	#3	#4 & #5
<b><u>Facility</u></b>				
		-- Rates per hour --		
Classroom (All Schools)	\$25	\$15	NC	NC
High School Auditorium	\$120	\$50	\$35	NC
AHS Fine Arts Room	\$35	\$20	\$15	NC
High School/NMS Media Center	\$30	\$15	\$10	NC
AHS Cafeteria (Per Section)	\$50	\$25	\$15	NC
THS / NMS Cafeteria	\$150	\$75	\$45	NC
Elementary School Cafeteria	\$50	\$25	\$15	NC
High School/NMS School Main Gym	\$75	\$50	\$45	NC
NMS Auxiliary/Mercer Gym	\$40	\$30	\$20	NC
Elementary School Gym	\$35	\$25	\$15	NC
Swimming Pools (1)	NA	\$45	\$25	NC
Brown & Spartan Stadium (see below)	NA	NA	NA	NA
Soccer Stadium	NA	\$35	\$25	NA
Varsity Baseball/Softball Field (2)	NA	\$35	\$35	NC
Tennis Courts	NA	\$10	NC	NC
Practice Fields	NA	NA	NA	NA
Elementary Soccer Fields	NA	--- Per Lease Agreement ---		NC
Freshman/Elementary Baseball Fields	NA	--- Per Lease Agreement ---		NC
AHS/THS/NMS Track	NA	--- Per Lease Agreement ---		NC
Parking Lot	NA	--- Per Lease Agreement ---		NC
<b><u>Staff</u></b>				
Custodian	\$30	\$30	\$30	\$30
Food Service Staff	\$30	\$30	\$30	\$30
Life Guard (2)	\$20	\$20	\$20	\$20
Staff to operate special equipment	-----Per Lease Agreement-----			

(1) Certified lifeguard will be assigned by the administration. One guard per 30 swimmers is required.

(2) Rate is a per- game or two hour rate. HS baseball fields available for games only.

NC = No Charge      NA = Not Available

**Brown & Spartan Stadiums**

(Fee schedule for groups #1, #2 and #3. No facility charge for groups #4 and #5.

Practice without lights ----- \$60 per hour  
 Practice with lights----- \$70 per hour  
 Game rate for groups #2 and #3 without lights----- \$60 per hour  
 Game rate for groups #2 and #3 with lights----- \$70 per hour  
 Football games (high school and above) ----- \$1500 per event  
 (includes use of field, lights & scoreboard)  
 Lessee will provide security, ticket takers, announcer and timekeeper  
 Soccer matches (high school and above) ----- \$ 400 per event  
 (includes use of field, lights & scoreboard)  
 Lessee will provide security, ticket takers, announcer and timekeeper

District reserves the right to provide a discounted hourly rate on turf based upon the number of hours rented.

The Forest Hills School District may require an event manager. Charge for an event manager will be at custodial rate.

All lessees will be charged separately for any cleanup. Charge will be at custodial rate.

**(\*) Categories:**

**#1 -Commercial** – Organization operated for private gain when a worthwhile educational, civic or charitable purpose will be served. (dance school, karate school)

**#2 - Non-Profit Community Groups** – Organization whose primary purpose is to serve the community, when a worthwhile educational, civic or charitable purpose is served. (service clubs, churches, etc.)

**#3 -Community Groups Serving School-Age Children** – Organization whose exclusive purpose or activity is to serve school-age children. (scouts, church youth group, etc.)

**#4 -Board-Sanctioned Organizations** – Organization whose exclusive purpose is to support the programs of the Forest Hills Local Schools. (PTA, Boosters, FHIMA, Forest Hills Foundation of Education)

**#5 - Non-School Groups** – Local police, fire and rescue when conducting training, township or officials' meeting of general importance when no fee is charged, Hamilton County Board of Elections using buildings as polling places, and district employee organizations.

**Section Seven - Cancellation**

1. Use of school facilities may be cancelled when the district is closed for inclement weather. If the facility is closed, Monday – Friday, due to inclement weather, all uses of that facility will be cancelled for that particular day. If a facility is closed due to inclement weather on Friday, it is the responsibility of the renter to check with the building administrator on Friday, prior to 3:00PM, regarding weekend availability. The renter should also check the district's school status hotline for facility availability.
2. The district reserves the right to revoke authorization of facility use at any time. If possible, a minimum of 72 hours notice will be provided.
3. Except for groups renting the gymnasiums, renters must notify the treasurer's office 48 hours in advance if rental is cancelled or renter will be charged for facility rental. The district reserves the right to charge renter a minimum of two (2) hours for support services if notification is not received in time to cancel support staff. Groups renting the gymnasiums must provide at least 60 days' notice if the rental is cancelled or the renter will be charged for facility rental.
4. District may deny, without advance notice, use of any outdoor facility due to conditions caused by inclement weather.

Initial Lessee \_\_\_\_\_

**Section Eight - Lease**

1. Lessee agrees that it will not use the leased premises for any purpose other than which is contained in Section One of the Agreement without it first obtaining the written consent of Lessor.
2. Lessee agrees that it will observe and comply with the policies and regulations of the Lessor while using the leased premises. In addition, Lessee agrees that it will not permit the use of alcohol or drugs, nor will it permit any games of chance or gambling at or on the leased premises. Lessee also agrees that it will not permit firearms or other weapons, concealed or otherwise, on the leased premises.
3. Lessee agrees that it will be responsible for providing adequate supervision of its event of the purpose for which they are leasing the facility
4. Lessee agrees that it will be responsible for any damages to the leased premises or its contents as a result of Lessee's use, ordinary wear and tear excepted.
5. Lessee agrees that it will maintain liability insurance covering its use of the leased premises in an amount equal to \$1,000,000.00. Lessee agrees that it will provide Lessor with proof of insurance at the time of the execution of this lease document. Lessee further agrees that it shall indemnify and save Lessor harmless of and from every kind of claim, demand, suit or action, arising or growing out of Lessee's use of the premises except for the sole negligence of the Lessor.
6. Lessee shall not assign or transfer its interest in this Lease to another without the prior written consent of Lessor.
7. Lessee agrees that if the Board of education determines it needs the leased premises for school purposes, Lessor may cancel this lease by giving Lessee ten (10) days written notice of the fact.
8. If Lessee shall fail to pay the rent when due or shall fail to comply with any of the other terms and conditions of this Lease, than at the option of Lessor, this lease may be terminated and cancelled immediately. The laws of the State of Ohio shall in all respects, govern this lease.
9. This lease expresses the entire understanding of the parties. No modification, amendment, or alteration hereto shall be valid except as stated in writing and signed by both parties.

IN WITNESS WHEREOF, this Lease has been executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**LESSOR**

Forest Hills School District  
Board of Education

**WITNESS**

By \_\_\_\_\_

\_\_\_\_\_

**LESSEE**

\_\_\_\_\_

\_\_\_\_\_