SCHOOL FACILITIES 05.31

# **Rental Application and Contract**

#### CONDITIONS OF RENTAL

Bath County Schools reserve full and complete jurisdiction to its facilities. If on any given date, a school requires use of its gym, cafeteria, classrooms, etc. all activities scheduled, be it rented or otherwise, shall be canceled. If a rental fee has been paid, that fee shall be refunded or extended to cover an alternate/makeup date when rescheduled.

Bath County Schools may be closed from use or rental on all holidays specified by the Bath County Board of Education, snow days, or any other day/days that school is dismissed. In addition, if for some reason regular custodial personnel cannot be available for after school use or rental, the building will not be available for rent/use. If under any of these conditions a rental fee has been paid, that fee shall be refunded or extended to cover an alternate/makeup date when rescheduled.

Disregard of any of these rules and regulations governing use of school facilities shall result in the refusal by the School and the Board of Education to grant the offending group or organization further use of the building and facilities.

#### GUIDELINES

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

- 1. To schedule with the Principal/designee the time(s) school property is to be used. It is understood the Principal/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. The Board and School shall require the renting organization to assume all liability for injury to individuals by reason of the lease of school property and that the organization indemnify and save harmless the Board and School from any loss or damage thereby. The organization will fully compensate the Board and School for any damages.
- 3. To provide appropriate equipment for the use of School property. When the gymnasium is used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
- 4. To leave the facility in the same condition in which it was found. Examples: if you make a mess, you clean it up; do not drag chairs/tables across floors and leave scratch marks; do not leave pieces of paper on the floor or chairs scattered across the room.)
- 5. To ensure that all children are supervised by an adult at all times.
- 6. To follow the school rule of no running up and down the hallways.
- 7. To refrain from excessive inside or outside noise.
- 8. To observe all safety and fire regulations.
- 9. To prohibit the use of alcoholic beverages in the school building and on school grounds.
- 10. To prohibit smoking anywhere in the school building or on school grounds.

(CONTINUED)

# **Rental Application and Contract**

### **GUIDELINES (CONTINUED)**

- 11. To prohibit immoral or illegal activity on school premises.
- 12. To make no alterations to the equipment, buildings, or grounds without prior approval from the Principal/designee.
- 13. To refrain from subleasing or reassigning any portion of the building.
- 14. School equipment shall not be a part of the rental/use contract unless specifically enumerated
- 15. To use only those areas of the building agreed to in the contract. (Example: no one allowed on stage or in classrooms during sporting events.)
- 16. To pay all rental fees as agreed in contract.
- 17. A school or district employee will be present at all times when school is in use.
- 18. To make sure that outside doors are not left or propped open.
- 19. To ensure absolutely NO children or adults or objects are permitted behind or under bleachers
- 20. To allow NO climbing or jumping on top of closed bleachers.
- 21. To be ready to exit building promptly at designated/scheduled time.
- 22. To make sure that trash is not left/deposited outside the gym or school doors or in the parking lot.
- 23. To allow NO hanging on the basketball goals.
- 24. To ensure no lights, breaker boxes, basketball backboard controls, bleachers, scoreboard, etc. will be activated or deactivated without prior arrangement with authorized school personnel.

## **REFERENCES:**

KRS 438.050

OAG 81-295

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

#### RELATED POLICY:

10.3

Adopted/Amended: 02/24/2009

Order #: 146

SCHOOL FACILITIES 05.31 AP.21

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

<u>NOTE:</u> Please complete this form and submit to the appropriate designee for approval. Upon final decision, one (1) copy of the signed agreement will be returned to the using organization.

Name of Sponsoring Organiza	ıtion/Acti	vity		Telephone			
Representative's Name							
Address							
The above organization/individual requests the use of:							
□ auditorium □ gymnasium □ dining room/kitchen □ stadium							
□ classroom(s) □ other, specify							
Is the organization planning to use	District-ow	ned equipment?	☐ YES	□ NO			
If yes, specify equipment		O <sub>I</sub>	perator 's Name	,			
Is the organization planning to conduct sales on school premises? $\square$ YES $\square$ 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							
Will public be admitted?	☐ YES	□ NO					
Will advertisement(s) be used?	☐ YES	□ NO					
Will admission be charged?	☐ YES	□ NO					

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

- 1. To schedule with the Superintendent building Principal Other 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 will procure sufficient liability insurance to indemnify the Board, school officers and employees for any injuries or property damage which might occur during the organization's use of the facilities. This insurance shall contain limits of \$1,000,000 for bodily injury and \$10,000 for property damage. A copy of the organization's insurance certificate shall be filed with the Board prior to the date the organization uses the building. 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.

# Application and Agreement for Use of District Property

**Hourly Rate (Overtime at 1.5 times)** 

Total

## FEE SCHEDULE

Custodians
Food Service
Employees

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

# of Hours

# of Employees Required

Supervisory						
Personnel						
Other						
TOTAL PERSONNEL CHARGE						
				l		
Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use		
Gymnasium						
atschoo	ol					
Auditorium						
atschoo	ol					
Cafeteria - 🗆 Dining Room 🗆 Kitchen 🗆 B	Soth					
atschoo	ol					
Classroom(s) Number						
atschoo	ol					
Stadium						
atschoo	ol					
Other Property						
atschoo	ol					
Signature - Representative of User Group			Date			
Signature - Superintendent/des		Date				

IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, MAY BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(s) MADE.

# Application and Agreement for Use of District Property

#### FEES FOR USE

The following fee schedule represents costs which MAY be assessed for facility use. Fees may only be finalized by Board approval. These amounts are for estimation purposes only.

Classroom: \$5/hr. Cafeteria: \$10/hr.

Gymnasium: \$25/hr. first four (4), \$10 each additional

Athletic Field: \$50/four (4) hours

Custodian: 1.5 of base hourly pay plus fringe benefits (minimum two (2) hours)

## **PAYMENT**

Upon conclusion of property rental, collect and forward assessed fees along with the receipt provided to the Central Office District Facilities Director.

For Office Use Only - To be completed by School Official  (Attach copy of approved request)									
Cost for use of District property \$	Cost for school employee \$ Total cost \$								
Deposit \$		Is deposit r	efundable?	□ Yes □ No					
Date Deposit Received	Balance Due \$								
Board employee(s) assigned:									
Board Action Date, if applicable	Board Order #								
Principal/designee	Date	Comments:							
Facilities Director	Date								
District Finance Officer	Date								

Review/Revised:2/24/09