

Application and Agreement for Use of District Property

NOTE: Please complete this form in duplicate and submit both copies to the Central Office designee for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization. This agreement shall be signed by the designated representative of the using organization and returned to the Central Office designee. 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"/> amphitheatre <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 Superintendent/designee 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.
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 Pendleton County Board Education 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 (Made payable to the Pendleton County Board of Education)				

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				
Amphitheatre at _____ school				
Other Property 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.

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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 # _____

Review/Revised:10/20/11

Reporting Form for Employee Extra Pay

Name of Sponsoring Organization/Activity _____

Representative's Name _____

Facilities used by organization: gymnasium dining room/kitchen stadium
 auditorium classrooms(s) other , specify _____

Personnel assigned to the event: Custodian(s) Food Service Employee(s)

Supervisory personnel will be paid at not less than their regular hourly rate or regular overtime pay with pay beginning 30 minutes before and ending one (1) hour after the event or whenever the facility (including the stadium) is in good, useable order for the next day.

SIGNATURES BELOW VERIFY SERVICE FOR THIS EVENT

<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>
<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>
<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>
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<i>Employee's Signature</i>	<i>Date of Service</i>	<i># of Hours Worked</i>

For Central Office use only			
Employee Name _____	# of Hours @ \$ _____	per hour	Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour	Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour	Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour	Total \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour	Total \$ _____
_____ <i>Superintendent/designee's Signature</i>		_____ <i>Date</i>	
Submit this form to the Central Office within one (1) week of the event.			

Review/Revised:12/18/1997

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.

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

AVAILABILITY

The Board shall determine when and which facilities will be available to the community and may 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. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

LIABILITY

The Board shall require a 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.

CHARGES AND FEES

The Board may require reimbursement for any and all expenses incurred, such as fuel and electricity, custodial and food-service salaries, and repair of damages to or replacement of school property.

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.

Community Use of School Facilities

REFERENCES:

¹KRS 162.055

KRS 160.290

KRS 160.293

KRS 160.340

KRS 162.050

OAG 60-389; OAG 80-78

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

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

RELATED POLICY:

10.3

Adopted/Amended: 07/26/2012

Order #: 9019

Rental Application and Contract**CONDITIONS OF RENTAL**

All rental of school facilities is subject to the following conditions:

1. An official application shall be made to the Superintendent or his designee.
2. Rentals will be made only to responsible and organized groups, and responsible officers of that group must sign the application and the contract.
3. Conditions of that contract shall include:
 - a. Acceptance of responsibility by officials of the renting organization for any damage or loss resulting from the rental;
 - b. Agreement that renting 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 smoking shall not occur within any building owned or operated by the Board where services are provided to students and that the use of alcoholic beverages is prohibited in school buildings or on school grounds;
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; and
 - f. The presence of a school employee when the building is open after school hours. Such employee shall be designated by the Principal and shall, in no way, be responsible for the conduct of persons present.
 - g. The presence of a food-service employee when lunchroom facilities are used;
 - h. Agreement that no alterations to the buildings or grounds be made without prior approval;
 - i. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
 - j. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; and
 - k. Agreement to leave the facilities in as good a condition as before used.

REFERENCES:

KRS 162.055; KRS 438.050; OAG 81-295
P. L. 107-110 (No Child Left Behind Act of 2001)

RELATED POLICY:

10.3

Adopted/Amended: 12/12/1994
Order #: 659