

Community Use of School Facilities

WHO MAY USE

Principals, following guidelines established by the Board, may grant the use of school facilities for purposes that provide demonstrable benefit to the schools or to the community as a whole. Use of school facilities shall not be granted when such use interferes with educational purposes.

AVAILABILITY

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

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 their 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 each 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.

SUPERVISION

The Principal or the Principal's designee shall be present for supervisory purposes, and the presence of a food-service employee is required when kitchen facilities are used.

The renting group or organization shall bear the cost of these supervisory services and any applicable overtime wages and related fringe benefits.

FEES

The Board shall establish a fee for all rentals that are not civic or charitable in nature.

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.

DISREGARD OF RULES

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

Community Use of School Facilities

RESTITUTION FOR DAMAGES

Groups or organizations shall reimburse the Board for any repair of damages to or replacement of school property lost, stolen, damaged, or vandalized while under their care.

REFERENCES:

[KRS 160.290](#)

[KRS 160.340](#)

[KRS 162.050](#)

[OAG 80-78](#)

[OAG 60-389](#)

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

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

RELATED POLICIES:

05.31

10.3

Adopted/Amended: 07/19/2011

Order #: 050711-1

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 the Superintendent's 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 the use of tobacco is prohibited at all times in or on any property owned or operated by the Board during all District-sponsored activities 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;
 - f. The presence of the Principal/designee at all times. The hourly wage of the supervisory personnel must 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. 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 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 438.050](#)

[OAG 81-295](#)

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

RELATED POLICY:

10.3

Adopted/Amended: 11/15/2011

Order #: 051111-3

Community Use of School Facilities

PRIMARY PURPOSE

School facilities are for the primary purpose of meeting the educational needs of school-age youth in the district. However, with reasonable policies and procedures, the school can assist the community in meeting social, civic, recreational and cultural needs by effective utilization of school facilities.

PRIORITY FOR USE OF SCHOOL FACILITIES

Priority	Examples of Groups	Approval	Scheduling	Fees Charged	Proof of Liability Insurance
I - School Groups	Educational programs that are an outgrowth of classroom instruction including, but not limited to, science fairs, plays, exhibits and concerts. Interscholastic activities including athletic teams, speech and debate, band competition and academic competition. Any school group that requires a faculty sponsor including, but not limited to, all school-sponsored clubs, homerooms, honor societies and student council.	Principal/ designee	Principal/ designee	None	None required
II - School-Related Groups	District Adult/Community education programs Parent-Teacher Association/ Organization Booster Groups - academic, athletic and band 4-H Clubs Scout groups County Recreation Programs Little League and/or comparable groups including, but not limited to, YMCA Adult farmers	Superintendent/ designee	Principal/ designee	Custodial fees, if designated in contract	As specified in the contract

Community Use of School Facilities

PRIORITY FOR USE OF SCHOOL FACILITIES (CONTINUED)

Priority	Examples of Groups	Approval	Scheduling	Fees Charged	Proof of Liability Insurance
III - Community Interest Groups	Civic clubs Industrial groups Church groups Homemakers Farm Bureau Historical Society	Board	Superintendent/ designee	Usage and custodial fees, as designated in contract	As specified in the contract Organizations will be required to sign a release and indemnity agreement relieving the Board of any liability in accordance with Board policy 05.3.
IV - Meetings of General Public	General meetings of various community groups including, but not limited to, political parties.	Superintendent/ designee	Superintendent/ designee	Usage and custodial fees, as designated in contract	As specified in the contract Organizations will be required to sign a release and indemnity agreement relieving the Board of any liability in accordance with Board policy 05.3.

FOOD SERVICE

Eligible groups may contract for meals to be served in school dining areas. Use of kitchen equipment requires the presence of a School Food Service employee.

PUBLIC ELECTIONS

School facilities may be used for public elections without charge.

SPECIAL/EMERGENCY USE

Special/emergency use of facilities may be approved by the Superintendent/designee with explanation made to the Board at its next regular meeting.

Review/Revised:7/19/11

Applications and Agreements for Use of District Property

***NOTE:** Please complete this form and submit 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.*

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/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.**

Applications and Agreements for Use of District Property

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				

Fees Waived: Yes No

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.

Applications and Agreements for Use of District Property

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 # _____	

Application and Agreement for Use of Warrior Activity Center**RULES AND INFORMATION NEEDED FOR RESERVING THE WARRIOR ACTIVITY CENTER**

1. The Board shall approve all rentals. Forms shall be submitted in a timely manner for board approval.
2. No reservations will be confirmed or guaranteed until there is a signed, completed rental agreement and a deposit of \$200. The deposit can be paid with a check or cash. Money orders are not accepted.
3. If there is no damage or major cleaning that needs to be completed following the event, the \$200.00 deposit will be refunded.
4. All facilities must be cleaned and vacated by 12:00 AM for all rentals.
5. Tables and chairs are located across the gym in the storage closet. Please wipe tables off after use. Return all chairs and tables that were used to the closet. Chairs should be stacked. Everything needs to be returned to the closet!
6. No dunking or hanging on the basketball rims!
7. The use of alcohol or tobacco products is not allowed in the Warrior Activity Center, and if evidenced will result with the police being called.
8. Only the gym, kitchen, and restrooms are available for use during the event and all other areas will remain off-limits and locked.
9. Brooms are located in the janitor's closet in the hall by the bathrooms. Please dust and mop the gym before you leave and mop any spills that occur during the event. Garbage cans are located to the side of the building by the kitchen.

**In the case of an emergency, please contact the
Eminence School Facilities Director at (502)750-0921**

Any questions, please call (502) 845-4788 during regular business hours.

Application and Agreement for Use of Warrior Activity Center

THE WARRIOR ACTIVITY CENTER RENTAL AGREEMENT

In consideration of the covenants contained herein, the Eminence Board of Education does hereby rent and authorize the undersigned individual or entity to usage of the gymnasium, the kitchen, and the restrooms in the Warrior Activity Center in Eminence, Kentucky.

The date and times during which the undersigned is permitted to utilize the said space shall be:

Start Date (MM/DD/YYYY)	End Date (MM/DD/YYYY)
Start Time (AM / PM)	End Time: (AM / PM)

The undersigned shall post a deposit of \$200.00 which will be refunded upon completion of the following terms.

- _____ School personnel will be present at all times
- _____ Entrance to the facility will be provided by personnel on duty
- _____ Chairs are stacked and returned to the closet
- _____ Tables are returned to the closet
- _____ Decorations are taken down and facility is left clean
- _____ No damage occurs to the tables, chairs or the facility

The undersigned agrees and accepts responsibility and by signing below becomes responsible for all damage that occurs during use and occupancy of the said space.

The undersigned acknowledges receipt of a copy of the rules, which have been adopted for the Warrior Activity Center and agrees to assure that all persons utilizing the premises will abide by the same rules.

The charge for the herby authorized use is (including setup & clean up time)

\$35 per hour _____ X _____	_____ # of hrs (Minimum 4 hrs)	= \$ _____ Total Cost
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Deposit Paid Yes No Rental Fees Paid: Yes No

Nature of the Event: _____

Contact Information Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Date

Renter

Date

Eminence Board of Education