

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 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 school rules, regulations, and requirements for the spaces covered by the contract;**
 - d. Agreement to observe all fire and safety regulations;
 - e. Agreement that the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property. The use of alcoholic beverages is prohibited in school buildings or on school grounds; **however, the Superintendent may allow an exception regarding use of alcoholic beverages for the rental and use of school facilities located at 20 N. Grand Avenue, during non-school hours by third parties. When such an exception is permitted, the third party shall be responsible for all the other conditions and requirements set forth in this policy as well as compliance with all applicable federal, state, and local laws, regulations, and ordinances covering service and consumption of alcohol, shall not engage in the sale of alcoholic beverages, and shall provide proof of liability insurance affording minimum coverage of one million dollars that names the Fort Thomas Independent Board of Education as an additional insured and specifically provides coverage for social host/event liability.**
 - f. Observance that no immoral or illegal activity shall be allowed on the premises;
 - g. 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.
 - 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.

When appropriate, the renting organization shall provide proof of insurance covering the conditions above when requested by the Superintendent or designee.

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REFERENCES:

KRS 162.055; KRS 438.050; KRS 438.305; KRS 438.345

OAG 81-295

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

RELATED POLICIES:

03.1327; 03.2327; 06.221; 09.4232; 10.3; 10.5