

Application and Agreement for Use of District Property

NOTE: Please complete this form and submit it to the Principal/designee for approval. If the application is approved, a copy of the signed agreement will be returned to the using organization. The organization shall be kept on file at the school. An official rental contract shall be used in cases where admission is charged or the event has been designated a high-risk event by the Superintendent or Facilities Director.

Name of Sponsoring Organization/Activity <u>Ky Fellowship of Musicians</u>		Telephone <u>402-3835</u>
Representative's Name <u>Brad Eakham</u>		
Address <u>175 Sulphur Springs Rd Lebanon Ky 40033</u>		
The above organization/individual requests the use of:		
<input checked="" type="checkbox"/> auditorium	<input checked="" type="checkbox"/> gymnasium	<input checked="" type="checkbox"/> dining room
<input checked="" type="checkbox"/> classroom(s)	<input type="checkbox"/> other, specify _____	<input type="checkbox"/> kitchen
<input type="checkbox"/> stadium		
Is the organization planning to use District-owned equipment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, specify equipment <u>Lights</u> Operator's Name <u>Ky FM. Members</u>		
Is the organization planning to conduct sales on school premises? <input checked="" 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. <u>Food</u>		
<u>CD, Shirts</u>		
Building/school/facility <u>Marion Co High</u>		
Purpose <u>Bluesgrass Festival</u> <u>Friday</u>		
<u>(No Kitchen)</u>		
Date(s) requested <u>JAN 22 + 23 - 2016</u> Time(s) Requested <u>Fri. 4-12 - Sat 9am - 12pm</u>		
Will public be admitted?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Will admission be charged?
Will advertisement(s) be used?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a high-risk activity? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
(If "yes", an insurance request form must be filed ten (10) working days prior to the event.)		

When using school facilities, this organization agrees to observe the following: (Please initial after reading each section.)

- To schedule with the Principal/designee the time(s) District property is to be used. It is understood that the Principal/designee may cancel the use of the room or building at any time such use interferes with regular school activities. BZ
- 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 as specified by the District's insurance carrier for special events insurance coverage. 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 to indemnify and save harmless the Board from any loss or damage thereby. BZ
- 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 mar BZ r.
- 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. BZ
- To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity. BZ

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Application and Agreement for Use of District Property**FEE SCHEDULE**

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

- ❖ The basic fee schedule shall be based on four (4) hours of usage.
- ❖ The person making the request must consult with the Principal/designee about the use of the facility beyond four (4) hours.
- ❖ The regular rental rate for the use of the Cafeteria (this does not include access to the kitchen), auditorium or gym at each school shall be \$75.00 for up to four (4) hours with one (1) custodian on duty. Each additional hour will be at a rate of \$25.00 per hour.
- ❖ The regular rental rate for the use of the cafeteria and kitchen shall be \$125.00 for up to four (4) hours with one (1) custodian and one (1) food service worker on duty. It is mandatory that a food service worker be on site if the kitchen area is used. Each additional hour will be at a rate of \$40.00 per hour.
- ❖ The regular rental rate for the use of the gymnasium, cafeteria and kitchen shall be \$200.00 for up to four (4) hours with one custodian and one food service employee. Each additional hour shall be at a rate of \$60.00 per hour. If the Principal determines that additional custodians or food service employees are needed, each additional person shall cost the renter \$15.00 per hour for all hours the additional employee(s) is present.
- ❖ Payment for the use of District property shall be made in full in advance of any use. Should the Principal not be able to determine total cost, an agreed upon amount shall be paid in advance with the remainder to be paid within five (5) working days after the event. In the event that the deposited amount is in excess, the school shall remit to the renter the overage within five (5) working days after the event. Failure to pay the billed amount in full shall disqualify any person or group from future use of any facility in the District.
- ❖ Under no circumstances will the school/District accept any responsibility for the actions of anyone at an event where facilities have been rented under this agreement.

District employees and their spouses or children may use the facilities under all terms listed above with the following fee scale for four (4) hours. The Principal shall determine cost of additional hours.

	Without Janitor or Food Service	Janitor (1)	Food Service (1)	With one (1) Janitor and one (1) Food Service
Cafeteria only	\$25.00	\$75.00	N/A	N/A
Cafeteria & Kitchen	N/A	N/A	\$75.00	\$125.00

School groups and school-related groups (list included in 05.3 AP.1) may use the facilities at no charge provided arrangements are made with the Principal to properly clean the facilities after the event. (A District employee must be present at any event by either school groups or school-related groups.) Should an event by either group require custodian or food-service employees, those individuals must be compensated for their time at the rate approved for any other work. The Principal may employ individuals to clean the building if it is left unclean and charge the group for said cleaning.

SCHOOL FACILITIES

Friday - 8 hrs. 7
 Sat - 16 hrs. 15
24

05.31 AP.21
 (CONTINUED)

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	# of Employees Required	# of Hours	Hourly Rate (Overtime at 1.5 times)	Total
Custodians	1	24	24 hr X 25	600
Food Service Employees	1	16	16 hr X 25	400
Supervisory Personnel				
Other _____				
TOTAL PERSONNEL CHARGE				1,000

Property Used	Facility/ Equipment Fee	Personnel Cost, if applicable	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium at <u>MCHS</u> school	\$ 200 / 4 hrs	4 hr X 60 = 240	180	380
Auditorium at <u>MCHS</u> school	\$ 200 / 4 hrs	12 hr X 60 = 720		920
Cafeteria - <input checked="" type="checkbox"/> Dining Room <input checked="" type="checkbox"/> Kitchen <input checked="" type="checkbox"/> Both at <u>MCHS</u> school		11 X 60 = 660		860
Classroom(s) Number(s) <u>10</u> at <u>MCHS</u> school				
Stadium at _____ school				
Other Property at _____ school				1,360

[Signature]
 Signature - Representative of User Group

3-24-15
 Date

[Signature]
 Signature - Superintendent/designee

3-24-15
 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.

For Office Use Only - To be Completed by School Official

Cost for use of District property \$ 1,000 Cost for school employee \$ 1,360 Total cost \$ 2,360
 Deposit \$ _____ Is deposit refundable? ☐ Yes ☐ No
 Date Deposit Received _____ Balance Due \$ _____
 Board employee(s) assigned: _____
 Board Action Date, if applicable _____ Board Order # _____

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Application and Agreement for Use of District Property**USE OF DISTRICT PROPERTY REQUIREMENTS**

Application for use of facilities will be made to the Superintendent or the Superintendent's designee using the Board-approved Contract for Use of Facility form (Procedure 05.31 AP.2). Use of facilities is to be governed by the following rules:

1. The use of tobacco is prohibited in all school buildings by law.
2. There shall be no alcoholic beverages, drugs, or controlled substances brought to or consumed in buildings or on the grounds.
3. No immoral or illegal activity shall be allowed on the premises.
4. Putting up decorations or scenery or moving piano and other furniture is prohibited unless special permission is granted.
5. Under no circumstances shall scenery or other property be stored on school property.
6. Nothing shall be sold, given, or displayed without permission.
7. The applicant is held responsible for the preservation of order.
8. The Board does not provide school furniture or other accessories, and the Board assumes no responsibility for applicant's properties left on the premises.
9. All electrical equipment and arrangements shall be in charge and control of an employee of the Board.
10. An employee of the Board will be designated to supervise the facilities and must be present and have free access to all rooms at all times when they are in use.
11. Any facility used by the applicant will be examined carefully after use, and the applicant agrees to make good promptly any loss or damage occurring during the applicant's use of said building, facility, and/or equipment.
12. No reservation will be made until the Contract for Use of Facility form is completed, signed, and returned to the Superintendent's Office. The school authorities reserve the right to revoke a permit at any time.
13. Facilities are made available with the understanding that "tipping" custodians or other school personnel is not permitted. Only the Board of Education may pay employees for services performed relative to the use of school facilities.
14. All custodial work must be done or supervised by the custodian employed by the Board.
15. All payments for use of school facilities are to be made payable to the Marion County Board of Education. Patron should request a receipt when payment is in cash.
16. Cafeteria rental does not include the use of dishes, silverware or any other kitchen equipment. The serving lines are not to be used at any time.
17. A cafeteria employee must be present at all times when the kitchen facilities are being used by civic organizations or for student activities. Only authorized personnel are allowed in the kitchen. The school group or organization using the kitchen and/or dining area shall be responsible for the employee's wages and any applicable overtime wages.
18. The applicant group or organization shall clean the kitchen areas used and shall not leave perishable items in the kitchen.
19. The applicant group or organization 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.
20. The applicant group or organization shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

Review/Revised:7/10/12

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)
11/18/15**PRODUCER**MARKET FINDERS INSURANCE CORPORATION
9117 LEESGATE ROAD
LOUISVILLE, KY 40222**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURERS AFFORDING COVERAGE****NAIC #****INSURED**KY FELLOWSHIP OF MUSICIANS/
KY BLUEGRASS MUSIC KICKOFF
706 NORTHLAND DRIVE
LEBANON, KY 40033

INSURER A: WESTERN WORLD INSURANCE CO

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPES OF INSURANCE	POLICY NUMBER			LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NPP8271931	01/22/16	01/24/16	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (ANY ONE PERSON)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS-COMP/OPO AGG	\$NOT COVERED
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	\$
						OTH-ER	\$
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CONCERT

LOCATION: 733 EAST MAIN ST., LEBANON, KY 40033

CERTIFICATE HOLDERMARION COUNTY BOARD OF EDUCATION
735 E MAIN STREET
LEBANON, KY 40033**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

