

Facility Contract
Hopkinsville Community College
August 1, 2018 – June 30, 2019

Conditions of Rental

Board Policy 05.31 requires all rental of school facilities be subject to the following conditions:

1. An official application shall be made to the Superintendent or the Superintendent's designee who shall approve or turn down the request, based on criteria established by the Board.
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 products during work hours is prohibited in any building owned or operated by the Board, any Board-owned vehicle, or at other locations on school grounds during the regular school or work day or at any time supervising students on or off school grounds. The exception to the prohibition is the use of tobacco on school grounds in areas designated by the Principal or Superintendent during athletic events or other events open to the public;
 - e. Observance that no immoral or illegal activity shall be allowed on the premises;
 - f. The presence of a school employee may be required.

The hourly wage of employees must be included in the contract along with the social security and retirement payments required by law. If employees are employed beyond the normal 40-hour week that they work for the Board, overtime wages must be paid.

Applicants shall be held responsible for the preservation of order among the participants.

All custodial work shall be performed by District employees.

Employees shall not accept gratuities from renting organizations.

- g. The presence of a food-service employee when cafeteria facilities are used;

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- h. The presence of a technology department employee and/or student worker when equipment is used;
- i. Agreement that no alterations to the buildings or grounds be made without prior approval;
- j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
- k. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated;

Property not owned by the District shall be stored only in designated areas; the renting organization shall assume all responsibility for property left on school premises.

- l. Agreement to leave the facilities in as good a condition as before used;
- m. Recognition that all concession rights shall belong to school or student organizations, unless the applicant obtains the Board's prior approval for an exception;

Concession sales shall be under the direction of the Principal, and all proceeds or profits shall be handled in according with the District's deposit and accounting procedures.
- n. Agreement that nothing shall be sold, given away or displayed without prior permission of the Superintendent or designee.
- o. Applications should be submitted in a timely fashion, preferably at least five (5) business days prior to the event. Applications received with fewer than five (5) business days prior to the event could be rejected or result in increased usage fee.
- p. Facilities are not considered reserved until the application has been submitted and approved.
- q. Long-term usage requires a separate contract to be negotiated by the Superintendent and approved by the Board.

In addition to the conditions of rental found in Board Policy 05.31, the following conditions will apply to the long term use of the facility.

- School Activities will get priority use of the facilities. If possible, district will provide an alternative meeting location (Pricing may be adjusted based upon differing needs of the facility - i.e., gym floor covering).
- Renter must have appropriate insurance. Coverage shall be approved by the district and a copy of the policy shall be supplied to the district.
- Facility must be returned to original state after each use.

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- Storage of equipment will not be permitted. Trigg County Public Schools will not be responsible for lost, stolen, or damaged equipment left on the premises.
- Any additional use facilities outside of the contract agreement will require approval through the application process with appropriate fees assessed per policy.
- User agrees to obtain any/all necessary permits from the City of Cadiz. It is the sole responsibility to verify any/all necessary permits required.
- The group/organization is not permitted to make changes to the facility/grounds without written request and written approval.

Termination Date: June 30, 2019

Cancellation: Agreement can end with 30 days written notice by either party.

Rental Space: Trigg County Adult Education Building

Times: Tuesday's and Thursday's, 8:00 a.m. to 4:30 p.m.

Fees: \$0

Payment: N/A

I have read and agree to adhere to Board Policy 05.3, Board Policy 05.31, all related procedures, and the terms and conditions of this contract.

Name of Authorized Agent of Hopkinsville Community College
Please Print

Authorized Agent of Hopkinsville Community College

Date

Approved by the Trigg County Board of Education on _____.

Superintendent Signature

Date