



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Mr. Jesse Bacon *JB*
FROM: Mrs. Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*
RE: Filming - Catching Fire 2
DATE: Wednesday, July 11, 2018

Catching Faith is a faith-based video that was originally filmed in Wisconsin. Catching Faith is about a family who appear to have the perfect life and the perfect children. Their son is the high school football star and their daughter is a straight-A student. The son is caught drinking alcohol, which impacted his place on the team and his bright future are on the line. With the football season at stake and the judgmental community turning their backs on them, every member of the family is at a crossroads. Now, they must find the strength from one another, and the spiritual courage from within, to prove that faith and family is the only score that really matters.

The producer and the film crew are creating a sequel, Catching Fire 2, and will be filming in the Regional area. Pending Board approval, the film crew would like to use Bullitt Central High School's football field and students for their movie. The filming would take place on Monday, August 27th and Tuesday, August 28th. Each day the filming will last approximately fourteen (14) hours where students may be pulled out during the school day as well as after school taping, particularly the football team.

Pending Board approval, all students who are videotaped, will at least have the Public Consent Form (09.14 AP.251). Eric Farris at Buckman, Farris, and Mills have been contacted to create a letter for our students and parents to sign as well as letter to the producer for the use of the taping for the production of the film only.

Approval is requested for the Catching Fire 2 film to be partly recorded at Bullitt Central High School.

Equal Education and Employment Institution

AK
7.12.18

LOCATION RELEASE

Date: _____, 2018

TO: _____

RE: "A New Season"

Reference is made to the Location Agreement dated _____, 2018 between you and A New Season LLC ("Lessee") with respect to Lessee's use, as described in the aforesaid Location Agreement, of the property located at _____, ("Property") in connection with the above referenced motion picture.

1. You agree that you inspected the Property upon the completion of Lessee's use thereof. You further agree that said Property has been satisfactorily restored to its prior condition in accordance with the terms and conditions of the aforesaid Location Agreement.
2. You hereby release Lessee of and from any and all duties and obligations and from any and all claims, demands and/or causes of action of any kind or nature whatsoever that you may have against Lessee either in connection with the Property, the subject matter of the Location Agreement, or otherwise. You acknowledge that you have been advised of and are aware that California Civil Code Section 1542 provides in pertinent part as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."** You, being aware of said code section and such similar laws, hereby expressly waive any rights you may have thereunder, as well as under any other statutes or common law principles of similar effect.
3. This release shall be binding upon and shall insure to the benefit of Lessee and its respective successors, licensees and assigns and cannot be modified or amended except in writing signed by Lessee.
4. This release shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature.
5. This release shall in no way be deemed to limit or otherwise affect the rights granted to Lessee by you under the Location Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first written above.

BY: _____
A New Season LLC (Lessee)

ACCEPTED AND AGREED:

Signature

Print Name

LOCATION AGREEMENT

"A New Season" ("**Project**")

Date:

Description of Property ("**Property**"): _____

The undersigned, _____ ("**Owner**"), hereby grants to "A New Season" LLC ("**Producer**") the right to use and photograph the real and personal property described below, upon the terms and conditions set forth below (the "**Agreement**").

1. Producer and its employees, agents, contractors, licensees and assigns are granted the exclusive right and license to enter, remain upon and leave the Property, in any manner whatsoever, by Producer's personnel and equipment, including access to and egress from the Property, for the purpose of using the Property as a location for filming the Project. Owner further grants to Producer the right to make use of any and all photographs (motion picture scenes, stills, videotape or otherwise) and audio recordings (collectively, "**Photographs**") of, on, in and about the Property, together with all scenery, equipment, buildings, or other property thereon, and if necessary, to make and remove preparations for photography including erecting and maintaining temporary motion picture sets, structures and scenery as Producer may desire (the "**Term**").

2. Without limiting the preceding paragraph, the rights granted in this Agreement include the right to photograph all structures and signs located on the Property (including, but not limited to, the exterior and interior of such structures and the names, logos, verbiage, trademark and tradenames owned or controlled by Owner), the right to refer to the Property by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Property, and the right to replicate the Property.

3. Producer may take possession of the Property on or about _____ (which date is subject to change on account of weather conditions or changes in the production schedule) and may continue in possession until the completion of all photographing and recording for which Producer may desire the use of the Property.

4. In consideration of the rights granted to Producer under this Agreement, and provided that Producer actually uses the Property for photography of the Project, Producer agrees to pay Owner the sum ("**Location Fee**") of \$ _____ (which sum is based upon a rate of \$ _____ per day of use), payable when Producer is finished with, on, in and about the Property, and shall constitute payment in full for the license and other rights granted to Producer herein. For the purposes of this Agreement, a "day" shall be determined according to Producer's call time, so that if Producer requires the Property for night photography, the passing of a calendar day at midnight will not constitute a second day. Notwithstanding anything to the contrary in this Agreement, in the event that Producer's use of the Property is prevented or hampered by weather or occurrences beyond Producer's control (including, but not limited to, weather-related delays) (each, a "Force Majeure Event"), Producer shall have the right to use the Property without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event.

5. Producer agrees to use reasonable care to prevent damage to the Property during photography, and, unless Owner advises otherwise, will leave the Property in substantially the same condition as when entered by Producer, except for reasonable wear and tear from uses contemplated under this Agreement. Producer has the right to remove all of its sets, structures and other material and equipment from the Property.

6. Owner represents and warrants that Owner is the owner of the Property (or agent for the Owner) and has the full right and authority to enter into this Agreement and to grant to Producer the license and other rights granted herein; that the consent of no other person or company is required for Producer's use of the Property as contemplated hereunder; and that the Property and every part thereof is in good physical condition and repair, and Producer shall not be liable for any defect(s) with respect to the physical condition of the Property existing prior to Producer's use of the Property; and that the Photographs and any use thereof in connection with the Project, or advertising and publicity relating to the Project, will not infringe or violate any right whatsoever of any person or company. Owner releases Producer and all parent, sister and related entities of Producer, all licensees, successors, and assigns of Producer, all distributors, exhibitors, stations, sponsors and advertising agencies of the Project or other program incorporating any Photographs taken on or of the Property (collectively "**Affiliates**"), and all of the officers, directors, agents, employees and shareholders of each of the

foregoing from any and all claims, demands and costs arising from or related to any use of the Photographs made on the Property as contemplated herein. This release shall be binding on all of Owner's successors-in-interest and heirs.

7. All rights of every kind and nature, now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights), in and to any of the Photographs (including, without limitation, the irrevocable and perpetual right to exhibit in any and all media, throughout the universe, any and all Photographs made at and of the Property) are and shall remain vested in Producer and its successors, assigns and licensees. Neither Owner nor any tenant or other person or company now or hereafter having an interest in the Property shall have any right of action, including without limitation any right to injunctive relief, against Producer or any other person or company arising out of any use of the Photographs whether or not such use is, or may be claimed to be, defamatory, untrue, or censurable in nature, and Owner and such other persons and companies hereby waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of any Photograph. In the event of any action or claim arising out of or related to this Agreement, the use of the Property or the use or exploitation of the Photographs made on or of the Property, Owner shall be limited to an action for money damages and Owner specifically acknowledges that Owner shall not be entitled to equitable or injunctive relief, all of which Owner knowingly waives. In no event shall Owner be permitted to prevent or inhibit the production, exhibition, distribution, broadcast, advertising, promotion or other use or exploitation of the Project or any Photographs made on or of the Property. Producer may transfer and assign this Agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. Producer has no obligation to produce the Project or any other motion picture, or to make any use of any Photograph in the Project or otherwise.

8. If, following the Term, Producer requires use of the Property for additional use in connection with the Project, Owner shall permit Producer to re-enter upon and again utilize the Property for such purpose. The dates for such additional use are subject to Owner's approval, which approval Owner, or any subsequent owner, tenant or other person or company now or hereafter having an interest in the Property, shall not unreasonably withhold. If Producer returns to the Property for such additional use, Producer shall pay Owner the pro-rata portion of the Location Fee, based on the length of time Producer remains on the Property, payable when Producer is again finished with, on, in and about the Property. For clarity, all of the terms and conditions of this Agreement apply to any subsequent occupation of the Property for such additional use, including Producer's rights under Paragraphs 2 and 7.

9. Prior to Owner exercising any remedy available pursuant to this Agreement or otherwise, Owner shall give Producer notice of a material default hereunder (if such default is curable) and Producer shall be accorded thirty (30) days to cure such default.

10. Producer and Owner each indemnify and hold harmless the other from any loss, damage, cost and expense (including reasonable attorneys' fees) resulting from the breach by the indemnifying party of any of the terms of this Agreement to the extent such loss, damage, cost and expense is covered by insurance.

11. Upon Producer's vacation of the Property (the "Exit Date"), Owner shall inspect the Property and if Owner does not provide Producer with written notice of any objection to the condition of the Property within two (2) days of the Exit Date, Owner is deemed to have approved the condition of the Property.

12. Any and all notices to Producer and Owner shall be sent by U.S. Mail, certified for registered (return receipt requested), by personal delivery (provided that a signed copy is obtained indicating such delivery was made) or by email or facsimile. Any and all notices to Owner shall be sent to the address provided above. Any and all notices to Producer shall be sent to: Ryan@instruminternational.com, with a copy to: Ramo Law PC, Attn: Tara Sattler, Esq., 315 S. Beverly Dr., Suite 412, Beverly Hills, CA 90212; Fax: (310) 861-5246; Email: tara@ramolaw.com.

12. The terms and conditions of this Agreement shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. Producer and Owner consent to the jurisdiction of the State of California, and the city and county of Los Angeles, California. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA Rules"). The prevailing party in such arbitration shall be entitled to recover its attorneys' fees and costs incurred in connection with such arbitration. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Agreement. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of California in connection with any petition to confirm an

arbitration award obtained pursuant to this Paragraph. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with AAA Rules.

13. Any and all information disclosed to or obtained by Owner and/or representatives, employees, and/or agents of the Property (each a "Party" and collectively the "Parties") concerning or relating to the Project, including but not limited to the premise and concept of the Project, the nature of certain events in the Project, the Owner's and/or Parties' participation in the Project as well as the activities occurring on and around the Property occurring in connection with the Project, and the outcome of the Project (in the event the outcome occurs on the Property) (collectively, the "Confidential Information"), shall be strictly confidential, and Owner hereby agrees not to disclose, and to cause each of the Parties not to disclose, any such Confidential Information to any individual or entity. Owner acknowledges and agrees that any disclosure of such Confidential Information by Owner or any Party in violation of this Agreement shall constitute a material breach of this Agreement and shall cause Producer and/or its Affiliates irreparable injury. Owner further agrees that in the event of any disclosure by Owner or any Party in violation of this Agreement, Owner shall be liable to Producer and/or its Affiliates and Owner agrees that Producer and/or its Affiliates shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution for any breach of this confidentiality provision by Owner or any Party. Owner expressly agrees that Producer and/or its Affiliates shall be entitled to any and all relief available to Producer and/or its Affiliates as reasonable compensation for the significant harm which will be incurred by Producer and/or its Affiliates as a result of any such disclosure and/or breach of this Agreement by Owner and/or any Party. In addition, if requested by Producer, Owner will assist Producer in securing a confidentiality waiver from each Party.

14. All aspects of the publicity and promotion for the Project shall be at Producer's and its designee's sole discretion. During and after the filming of the Project on the Property, neither Owner, nor any of Owner's employees or agents shall directly, or through any publicity representative or otherwise, circulate, publish or otherwise disseminate any news story, article, book or other publicity relating to Producer's participation in the Project and the subject matter of this Agreement, Producer, and/or the Project. The foregoing shall not be deemed to prohibit Owner from issuing publicity that includes incidental references to the Project and Owner's involvement therein, provided the same occurs after the initial press release for the Project has been issued by Producer and does not mention the Project, Producer or any other person or entity involved therewith in an unfavorable or derogatory manner. Without limiting the foregoing in any manner, Owner acknowledges and agrees that is shall not at any time use any of Producer's names, logos, trade names or trademarks or any of its Affiliates' names, logos, trade names or trademarks (including, but not limited to, the title of the Project), or those of any related companies, in connection with any kind of advertising and promotion, publicity, merchandise, tie-in, product or service.

15. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party. This Agreement may be executed in one or more counterparts and may be executed and delivered by facsimile or other electronic transmission and/or by PDF signature.

16. ANY MODIFICATION(S) OR CHANGE(S) TO THIS LOCATION AGREEMENT, WHETHER IN THE FORM OF INTERLINEATION(S) OR AN ADDENDUM, ATTACHMENT, EXHIBIT OR THE LIKE, IS INVALID, NOT BINDING AND OF NO FORCE OR EFFECT UNLESS AND UNTIL (I) SUCH MODIFICATION(S) OR CHANGE(S) IS INITIALED BY, AND (II) THIS AGREEMENT IS SIGNED BY, AN AUTHORIZED PRODUCTION EXECUTIVE.

Owner acknowledges that Owner has read and is aware of the contents hereof and intending to be legally bound, has executed this Agreement as of the date written herein.

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

PRODUCER

OWNER

By: _____
Authorized Signatory

By: _____
Owner (or Authorized Representative)

FEIN/SSN: _____

PERSONAL RELEASE

Print Name: _____

Date: _____

By signing in the place provided below you agree to provide your services to A NEW SEASON LLC ("Company") in connection with the feature length film currently entitled "A New Season Film" (the "Picture") under the terms and conditions set forth below (the "Personal Release").

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, I irrevocably authorize Company to make use of my appearance in connection with the Picture, to be produced by Company.

2. I understand that I may be filmed, videotaped and/or photographed, and any such films, videotapes and photographs may include my name, voice and/or likeness. I understand and agree that Company has and shall retain in perpetuity the right to copyright, use, license others to use, edit, alter and otherwise exploit all or any portion of any resulting films, videotape(s) and/or photograph(s) or any reproduction(s) thereof, and any materials submitted by me in any manner or medium, whether now known or hereafter devised, for any purpose and for an unlimited number of times, in perpetuity, throughout the universe, without compensation, except as specified herein and/or to the extent prohibited by law. Without limiting any of the foregoing, the results and proceeds of my services hereunder, including without limitation, all material composed, submitted, added, created, or interpolated by me hereunder (hereafter the "Work"), which I acknowledge may have been or may be rendered in collaboration with others, are a work-made-for-hire, specifically ordered by Company. I hereby further acknowledge that all of the Work is the sole property of Company for any and all purposes whatsoever. Notwithstanding the foregoing, I hereby assign and/or grant all rights, including all exclusive exploitation rights, of every kind and nature (including any and all copyrights and neighboring rights, to the extent such assignment is allowed by law) in and to such Work to Company. All rights to such Work are owned by Company solely and exclusively, for the duration of the rights in each country and area and space, in all languages, and throughout the universe. I also agree to allow the Company, and its assignees or licensee to use my contribution, photograph, film footage, and biographical material in connection not only with the Picture, but also in any advertising, marketing or publicity for the Picture and in connection with any ancillary products associated with the Picture and/or derivative works of the Picture and/or material on which the Picture is based, without compensation, except as specified herein and/or to the extent prohibited by law. I hereby irrevocably assign to Company (or irrevocably waive, in the event such assignment is not possible) any and all "moral rights" or similar law or rights. I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that Company will rely on the permissions granted herein and I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

3. To the maximum extent permitted by law, I agree that I will never sue Company, or any other third party because: (a) Company did not take or use photographs or videotape of me, (b) Company did not use any of the Work, (c) Company did not use my name or information about me, (d) I do not like the manner in which Company and/or its licensees or assignees took or used the photographs or videotape.

4. I hereby release Company from any and all claims, demands, or causes of action, which I and/or my heirs, successors, or assignees may now have or hereafter acquire by reason of Company's exercise of the rights herein granted. I hereby waive any and all claims of defamation and "false light", violation of publicity, and/or any other rights of a similar or dissimilar nature in connection with the exploitation of any such photographs and/or recordings produced in accordance with this Personal Release, and I hereby agree not to assert any claim of any nature whatsoever against any party related to the subject matter hereof.

5. I hereby agree to and do hereby indemnify and hold harmless Company from and against any breach of this Personal Release by me and/or any claim, action, proceeding, and/or demand brought, maintained, prosecuted or made by or through me and from and against any and all loss, cost, damage and/or expense incurred by Company in connection therewith, including, but not limited to, attorneys' fees and costs.

6. I acknowledge that Company may be incurring substantial sums in reliance on the permissions granted herein and I shall in no event be entitled to rescind or terminate this Personal Release or any of the rights granted hereunder, or to seek same, or to interfere with, restrain, enjoin or otherwise impair the development, production, exhibition, distribution, promotion, advertising or other exploitation of the Work and/or Picture, or any other productions, or the use of any photographs, recordings or other materials produced hereunder, and my sole remedy in any or all cases and in connection with any claims shall be an action at law for actual monetary damages, if any.

7. I understand that Company shall be under no obligation to actually use my name, voice, and/or likeness in any manner in the Picture or any other production.

8. I acknowledge that I am not relying upon any promises or statements made by anyone about the nature of the Picture or the identity of any other participants or persons involved in the Picture.

9. The terms and conditions of this Personal Release shall be interpreted and governed by California law applicable to contracts entered into and to be wholly performed in California without reference to choice of law rules. The parties consent to the jurisdiction of the State of California in the City and County of Los Angeles. Any dispute arising hereunder shall be resolved solely through binding arbitration conducted in Los Angeles, California under and pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA Rules"). No matter relating to the arbitration (including but not limited to, the testimony, evidence or result) may be (i) made public in any manner or form; (ii) reported to any news agency or publisher; and/or (iii) disclosed to any third party not involved in the arbitration. The parties hereby expressly waive any and all rights to appeal, or to petition to vacate or modify, any arbitration award issued in a dispute arising out of this Personal Release. Each party hereby irrevocably submits to the jurisdiction of the state and federal courts for the County of Los Angeles in connection with any petition to confirm an arbitration award obtained pursuant to this Paragraph. The prevailing party in such arbitration shall be entitled to recover its attorneys' fees and costs incurred in connection with such arbitration. Any award shall be final, binding, and non-appealable. The parties agree to accept service of process in accordance with the AAA Rules.

10. This Personal Release may be executed and delivered by facsimile or other electronic transmission and/or by PDF signature

11. This Personal Release shall be binding upon me and my heirs, successors, licensees and assignees forever and shall be freely assignable by Company. This Personal Release sets forth the entire understanding of the parties and may not be modified except by a writing signed by me and Company.

You acknowledge that you have read and are aware of the contents hereof and intending to be legally bound, have executed this Agreement as of the date written herein.

Name: _____
(Please Print) _____ Signature _____

Address: _____

City/State/Zip: _____

Phone # _____ Date: _____

PARENTAL/GUARDIAN CONSENT

[TO BE EXECUTED IF CONSENTING PARTY IS A MINOR]

In order to induce Company to enter the foregoing agreement, I represent and warrant that I am the parent or guardian of the above-signed minor, _____ ("Minor"). I have read the foregoing Personal Release and am familiar with all of the terms and conditions thereof and I consent to its execution by the Minor. I agree that neither I nor the Minor will revoke or disaffirm the foregoing Personal Release at any time. I agree to indemnify and hold Company and its successors, licensees and assignees harmless from and against any and all claims, liabilities, costs or expenses, including attorneys' fees and costs which may arise from the breach or alleged breach by the Minor or me of the foregoing Personal Release or this consent.

Signature of Parent/Guardian

Name of Parent/Guardian
(please print)

Street address

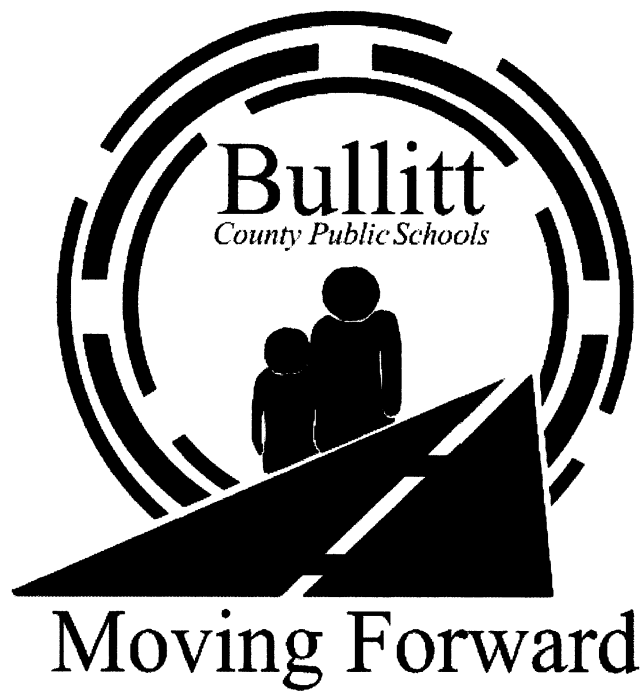
City State Zip

Phone: (____) _____

Mobile: (____) _____

“Community Use of School Facilities”

Instruction Packet



Bullitt County Public Schools

Introduction

The Board of Education establishes guidelines for the Community Use of School Facilities. The policies and procedures explain, in detail, the application process and responsibilities of the requesting user, school and the Board of Education.

It is important that everyone is familiar with and adheres to these policies and guidelines regarding the application process. To assist, we have created a packet that includes all the related policies, procedures, guidelines, tips, and forms as listed below.

The following Policies and Procedures are attached in the order listed. Documents required for submittal are designated by an asterisk (*).

Policy/Procedure	Policy/Procedure No.	Length
Community Use of School Facilities	Policy 05.3	2 pages
Community Use – Priority for Use	Procedure 05.3 AP.1	3 pages
Rental Application and Contract	Policy 05.31	2 pages
*Application and Agreement Form	Procedure 05.31 AP.21	3 pages
*Form for Employee Extra Pay	Procedure 05.31 AP.22	1 page
Public Sales on School Premises	Policy 05.32	1 page
Public Sales on School Premises	Procedure 05.32 AP.1	1 page
Advertising in the Schools	Policy 10.4	2 pages
*Approval for Advertising	Procedure 10.4 AP.21	1 page

General Instructions/Comments

- The Application and Agreement Form for Use of District Property-Procedure 05.3 AP.1 must be completed in its entirety and submitted to the Maintenance Department in duplicate. Submit both copies in an 8" x 11" envelope titled "**Facility Use Application**".
- The principal will be notified in writing that the application either has or has not been approved. This will be accomplished by returning a copy of the application with a dated designation of "Approved" or "Not Approved" stamped on the form. If not approved, an explanation will accompany the form.
- Only completed applications will be considered for approval.
- Certain groups and organizations may have different approval requirements. Please review the three (3) page Community Use of School Facilities form 05.3 AP.1 to ensure you are following the correct procedures for that particular group.
- All applications requiring placement on the Board agenda for Board approval (Priorities III and IV from Procedure 05.3 AP.1) must be received in our office by noon, on the Friday before Board agenda items are due to the Superintendent.
- Groups/organizations are to be charged according to the "Fees Charged" section of the "Priority for Use Form" 05.3 AP.1.

- Make sure no changes are made to the application without the knowledge of the renting group/organization. Any changes to the form must have the signature of the group/organization representative and must be forwarded to our office.
- If a certificate of liability is required, the Bullitt County Board of Education must be listed as the certificate holder.

Application & Agreement Form

Page 1

Overall Section

- ✓ Make sure the "Requested Use of Areas" checked on this page matches the "Property Used" block at the bottom of page 2.
- ✓ If district equipment is to be used, list the equipment and the operator who will be using the equipment. Make sure this information matches the "Fee Schedule" information section on page 2, of the application form and the information on the "Reporting Form for Employee Extra Pay" Procedure 05.31 AP.22.
- ✓ Any sales on the school premise must be in compliance with Policy 05.32 and Procedure 05.32 AP.1.
- ✓ Any advertisements posted on the school premise must adhere to "Advertising in the Schools"- Policy 10.4.
- ✓ Be specific with the purpose of use and the time requested. Be sure the listed "Time(s) Requested" matches the information in the "Cost for school employee" line item in the "For Office Only Section" on page 2, and for any employees listed in the "Fee Schedule" section.
- ✓ Familiarize yourself with the four (4) items listed at the bottom of page 1, of the Application and Agreement Form. These rules are for your benefit!

Page 2

"For Office Use Only by School Official" Section

This first box/section is to be completed by the designated school official to compile all charges/fees associated with the specific facility use. All relevant information is to be completed for determination for payment and/or reimbursement to an employee, a school, or the district.

- ✓ Make sure all costs match the "Time Requested" section on page 1, "Fee Schedule" sections on page 2, and "Rate Charge" section on page 3.

Note: When utilized, the "Reporting Form for Employee Extra Pay" Procedure 05.31 AP.22, is to be submitted to the Finance Department.

Fee Schedule Sections

These two (2) boxes/sections are for listing employee and property/facility charges to be assessed per "Fees Charged" section of "Priority Use Form" 05.3 AP.1. Facility rates to be assessed are found on page 3 of this form. **Facility rates must be assessed where designated!**

In the Middle Box/section:

- ✓ List the number of employees.
- ✓ List the number of employee hours and their rate, both regular or overtime, plus fringe benefits.
- ✓ Calculate the total cost charged to the renting group or organization.

In the last box at the bottom of the page:

- ✓ Write in the name of the school in each of the six (6) designated facility areas that the group/organization intends to use.
- ✓ Fill in the facility/equipment fee and personnel cost (as calculated/listed in the previous section).
- ✓ Write in the total of these two (2) columns. These are to be written in the right column listed "Total Cost for Facility Use" according to the rated found on page 3 of this form.

Page 3

Rates/Charges Section

This section identifies the facility use rates/charges and associated stipulations to be applied to the use. **Remember, rates are to be charged as stipulated in accordance with this schedule.**

Signature Section

- ✓ The representative of the user group and the Superintendent Designee must sign and date at the bottom of the page for the application to be valid.
- ✓ A signed copy will be returned to the school for their files. The school will be the contact point for the user group/organization.
- ✓ A copy of the completed application will be kept on file in the Maintenance Department for only that school year.

Community Use of School Facilities**WHO MAY USE**

Principals, following guidelines established by 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. Use of school facilities shall not be granted when such use interferes with educational purposes.

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 establish reasonable fees for their rental. The Board, after considering all factors and best interests of the District, in its discretion, may accept or reject applications for use of District facilities

Any organization that is not an approved student organization, faculty group, school-related parent group, or county youth recreation program (such as the YMCA) desiring to rent school facilities for continuous use shall apply annually. Applications for such use must be made to the Board a minimum of three (3) months prior to usage. This one (1)-year period applies to the use of all school district properties, regardless of whether the same building is rented or not. Further, "continuous" use is defined as renting the facility for a period of at least once a month (or twelve (12) times) per calendar year.

Unless special arrangements are made with the Principal, all use of facilities by outside groups shall be canceled when schools are closed due to inclement weather or other emergency conditions.

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 in advance of the rental.

Applications must be submitted to the Principal, who will approve and schedule use of facilities. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

Groups holding regular meetings throughout the year need file only one application at the beginning of each fiscal year. However, special events of such groups must be covered by separate applications whenever they occur.

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

The community group shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

SUPERVISION

The renting organization shall be responsible for providing supervision, and if deemed necessary by the building administrator, security personnel when the size and nature of the event warrant. A responsible representative of the organization using the school facilities shall be accountable to the staff member supervising the activity, be present at all times, and be responsible for all activities of the persons present.

When used by an outside group, school facilities shall be supervised by the Principal or the Principal's designee, and the renting organization shall be responsible for the cost of wages and any applicable overtime wages.

FEES

The Board may require reimbursement for any and all expenses incurred, such as fuel and electricity; supervisory, custodial and cafeteria workers' salaries; and repair of damages to or replacement of school property.

Fees will be charged for facility use by government organizations and county recreation programs when the purpose of the use is fund-raising.

Except for the cost of supervisory services, no fee shall be charged for facility use for activities that are sponsored by approved student organizations, faculty groups, school-related parent groups, and county recreation programs.

DISREGARD OF RULES

Disregard of the rules and regulations governing the use of school facilities shall result in the Principal's refusal to grant the offending group or organization further use of the facilities.

REFERENCES:

¹[KRS 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 POLICIES:

05.31, 10.3

Adopted/Amended: 10/28/2013

Order #: 173

SCHOOL FACILITIES

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. Booster Groups - academic, athletic and band District Adult/Community education programs Parent-Teacher Association/Organization	Principal/designee A completed Application must be sent to the Director of Building and Grounds.	Principal/designee	None	None required NOTE: All external support/booster organizations are required to carry separate insurance for general liability with appropriate coverage to operate their organization. (Accounting Procedures for Kentucky School Activity Funds)
		Principal/designee Does not need to submit an application.	Must schedule with Principal/designee	None	None required NOTE: All external support/booster organizations are required to carry separate insurance for general liability with appropriate coverage to operate their organization. (Accounting Procedures for Kentucky School Activity Funds)

SCHOOL FACILITIES

Community Use of School Facilities

PRIORITY FOR USE OF SCHOOL FACILITIES (CONTINUED)

Priority	Examples of Groups	Approval	Scheduling	Fees Charged	Proof of Liability Insurance
II - School-Related Groups	4-H Clubs Scout groups County Recreation Programs Little League and/or comparable groups including, but not limited to, YMCA AAU programs (all student participants enrolled in Bullitt County Schools) Adult farmers	Principal/designee A completed Application must be sent to the Director of Building and Grounds.	Principal/designee	Custodial fees, if designated in contract	As specified in the contract
III - Community Interest Groups	Civic clubs Industrial groups Church groups AAU programs Homemakers Farm Bureau Historical Society	Board of Education	Principal or 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.	Board of Education	Superintendent/designee or Principal or 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.

SCHOOL FACILITIES

Community Use of School Facilities

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:6/24/13

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 Principal.
2. Rentals will be made only to responsible, organized, nonprofit groups, and responsible officers of that group must sign the application and the contract.
3. Activities shall not restrict admission or participation on the basis of race, color, national origin, sex, or handicap.
4. 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 shall not occur within the building 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 school supervisory or custodial personnel designated by the Principal at all times. The hourly wage of the custodian(s) must be included in the contract along with the social security and retirement payments required by law. If the custodian is employed beyond the normal 40-hour week that he works for the Board, overtime wages must be paid.
 - g. The presence of school food service personnel when kitchen facilities are used. The hourly wage of the food service worker(s) must be included in the contract along with the social security and retirement payments required by law. If the food service employee is employed beyond the normal 32-hour week that s/he works for the Board, overtime wages must be paid.
 - h. Agreement that no alterations to the buildings or grounds be made without prior approval;
 - i. Agreement that no permanent signs, banners, pennants or similar items be placed in or on school buildings or grounds except by groups associated with the schools;

- 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; and
- l. Agreement to leave the facilities in as good a condition as before used.
- m. When facilities are to be used for non-school activities and/or activities not for the benefit of the school district, a certificate of general liability insurance naming the school board members, school employees, and school district as additional insureds shall be provided. Minimum single limit coverage \$1,000,000.00.

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: 12/13/1994

Order #: 173

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. The contract 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"/> classroom(s)	<input checked="" type="checkbox"/> other, specify	<input checked="" type="checkbox"/> stadium <i>football field</i>
<i>weight room and coaches trailer</i>		
Is the organization planning to use District-owned equipment? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, specify equipment <i>lights and scoreboard</i> 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 <i>Bullitt Central Football field</i>		
Purpose <i>filming of movie "Catching Fire 2"</i>		
Date(s) requested <i>August 27-28, 2018</i>		Time(s) Requested <i>6am - 8pm</i>
Will public be admitted?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO If yes, please explain _____
Will advertisement(s) be used?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO If yes, please explain _____
Will admission be charged?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO If yes, please explain _____

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.**

Application and Agreement 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 # _____
Date of Use _____	Length of Time _____

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		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 <u>BCHS</u> school	\$100.-			\$100.00
Other Property at _____ school				

Application and Agreement for Use of District Property

RATES FOR DISTRICT FACILITY USE

(The Principal of the school may set additional charges if not specifically stated.)

ALL PURPOSE ROOM

- \$30 for up to 3 hours, \$5 per hour each additional hour

AUDITORIUM

- \$50 for up to 3 hours, \$10 per hour each additional hour

GYMNASIUM

- \$50 for up to 3 hours, \$10 per hour each additional hour

CAFETERIA

- \$30 per hour

KITCHEN

- \$50 per hour, SFS personnel must be present and paid at a rate of time and a half

KITCHEN AND CAFETERIA

- \$80 per hour, SFS personnel must be present and paid at a rate of time and a half

OUTSIDE PROPERTIES

- \$30 for elementary/middles schools
- \$50 for high schools

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 THE OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(s) WILL BE MADE.

Review/Revised:7/19/11

Reporting Form for Employee Extra Pay

Submit this form to the Central Office within one (1) week of the event. A check should accompany this form.

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>
<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>

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 \$ _____
Employee Name _____	# of Hours @ \$ _____	per hour Total \$ _____

Superintendent/Designee's Signature _____
Date

Review/Revised:1/15/08

Public Sales on School Premises

SCHOOL-RELATED PURPOSE

In compliance with the Board's prohibition of the use of school property for private business or personal gain, all sales activity on school premises must have a clear school-related purpose and must be approved by the Principal. Groups renting school facilities must indicate in their applications the nature of any sales to be conducted.

The Superintendent or designee shall develop administrative procedures governing the time, place and manner of any public sales on Board property.

Adopted/Amended: 05/20/1993

Order #: 301

Public Sales on School Premises

Public sales on school premises must be approved in accordance with Procedure 05.3 AP.1.

The rules for conducting public sales are as follows:

1. The official application for use of school facilities must be completed.
2. No sales shall be scheduled during the school day or at any time that may interfere with the school program.
3. All sales activities shall be conducted in a manner that does not threaten the safety of participants or the security of District property.
4. All sales must be conducted within the time frame and at the location designated in the contract for usage.

RELATED PROCEDURES:

05.3 AP.1

05.31 AP.21

Review/Revised:11/11/1997

Advertising in the Schools**DEFINITIONS**

Commercial advertising - Involves any communication describing a business or service other than the legal name of the business.

Community advertising – Includes any communication describing community events, programs, or activities sponsored by non-profit organizations, local/state government agencies, government services (fire, police) or other such community groups.

Advertising materials - Includes coupons, buy-one/get-one-free offers, descriptive brochures or printed materials, discounts or any other promotional items that do not benefit the holder without cost.

Backpack distribution - Indicates the system where students are given information directly to take home to share with their parents.

COMMERCIAL ADVERTISING

Commercial advertising to promote products or services may be allowed only with prior approval of the Superintendent/designee, who shall forward notification of approval to the Principal/site administrator.

In considering each request, the Superintendent/designee shall determine if the advertisement is age-appropriate for students. Such determination shall follow review standards that prohibit language or depictions that:

- Contain profanity or obscenity;
- Are political advertisements; and/or
- Promote violence or substances or activities illegal for minors.

Commercial advertising is prohibited from being directly distributed to students through backpack distribution.

Placement of commercial advertisements on school property, such as banners and signage, shall be in keeping with Policy 05.11 and accompanying procedures.

COMMUNITY ADVERTISING

Community advertising to promote events or activities may be allowed only with prior approval of the Superintendent/designee, who shall forward notification of approval to the Principal/site administrator.

In considering each request, the Superintendent/designee shall determine if the advertisement is age-appropriate for students. Such determination shall follow review standards that prohibit language or depictions that:

- Contain profanity or obscenity;
- Are political advertisements; and/or
- Promote violence or substances or activities illegal for minors.

Community advertising may be advertised on school bulletin boards or made available for backpack distribution at the costs of the sponsoring community organization.

Placement of commercial advertisements on school property, such as banners and signage, shall be in keeping with Policy 05.11 and accompanying procedures.

EXCEPTION

Nothing herein shall be construed to prevent advertising in publications which are published by student organizations, PTA/PTO, booster club, or other parent groups. However, a personal message from a parent, other individual or group offering best wishes, congratulations, etc., to a student, student group or school shall be limited to a pre-determined set of statement options, for District-sponsored or school-related group sponsored publications.

SOLICITATIONS

Unless authorized by the Superintendent, sales representatives, agents or other solicitors shall not solicit or contact pupils, teachers, or other employees during the school day.

PROHIBITION

Neither commercial advertising nor distribution of advertising materials shall be allowed in the facilities or on the grounds of school property, except as expressly approved by the Superintendent/designee.

REFERENCE:

[OAG 68-452](#)

Adopted/Amended: 08/18/2009

Order #: 58

Approval for Advertising**SITE ADMINISTRATOR APPROVAL**

Principals/site administrators may approve or disapprove requests from nonschool groups to post on bulletin boards flyers or notices of general interest to students and/or staff, provided the information will be posted for fewer than thirty (30) calendar days.

If the site administrator is in doubt whether the request requires Board approval, s/he shall confer with the Superintendent/designee.

BOARD APPROVAL

All other requests by outside groups to advertise on District property shall require prior approval of the Board, including the following: advertising to be posted for thirty (30) days or longer and commercial advertising involving placement of permanent or semipermanent signs in athletic facilities on other District properties.

TO APPLY FOR APPROVAL OF THE BOARD TO ADVERTISE, A REPRESENTATIVE OF THE NONSCHOOL GROUP MUST COMPLETE THE INFORMATION REQUESTED BELOW AND RETURN THIS FORM TO THE CENTRAL OFFICE.

Applicant's Name _____			
<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>	
Address _____			
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
Telephone Number _____		FAX Number _____	
<i>(Area Code)</i>		<i>(Area Code)</i>	

Applicant represents:

☐ Himself/herself ☐ Organization (*specify*) _____

Type of advertisement _____

Time period requested _____

IF THIS APPLICATION IS APPROVED, THE APPLICANT SHALL BE RESPONSIBLE FOR REMOVING ALL ADVERTISING MATERIALS AT THE END OF THE TIME PERIOD THE BOARD APPROVES.

Applicant's Signature

Date

BOARD ACTION	
Date Of Consideration: _____	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied If denied, the reason was as follows: _____

Date applicant notified: _____	By whom: _____

Review/Revised:5/15/2001