

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 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 any tobacco products, alternative nicotine product, or vapor product as defined in KRS 438.305, and alcoholic beverages is prohibited twenty-four (24) hours per day, seven (7) days a week, in school buildings or on school grounds. This applies to indoor and outdoor facilities, inside Board owned vehicles, stadium/athletic fields and during school-sponsored activities. Activities occurring before, during, and after school hours, on weekends and during vacation periods are included in this prohibition;
 - e. Observance that no immoral or illegal activity shall be allowed on the premises;
 - f. The presence of a school employee at all times to protect school property and request persons to leave when rules are being violated. A certified employee shall be present to supervise nonschool-related usage; a fee may be charged for this service.

The wages of classified employees must be included in the contract along with the social security and retirement payments required by law. If an hourly 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 lunchroom facilities are used;
 - 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.

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| SCHOOL FACILITIES

05.31
(CONTINUED)

Rental Application and Contract

REFERENCES:

| KRS 162.055; KRS 438.050; KRS 438.305
OAG 81-295
P. L. 114-95, (Every Student Succeeds Act of 2015)

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RELATED POLICY:

10.3