SCHOOL FACILITIES 05.31 AP.21

## **Facilities Use Request Information**

#### **PROCESS:**

- 1. Obtain an Application and Agreement for Use of District Property form (05.31 AP.21) from the School Office.
- 2. Complete all items on the form with dates and time needed and the facility which is requested.
- 3. Return completed form with proof of liability insurance certificate to Principal at least one (1) month prior to date(s) requested. When Dene & 3024
- 4. Rental rate (Level III and Level IV) is \$150 per day/night plus the cost of a custodian who must be present at the times requested. Custodial wages will be paid by the Board of Education and the organization will reimburse the Board. (Custodial rate will be computed at 1 ½ times hourly rate since this will be overtime plus fixed charges.)
- 5. Use of facility is based on:
  - a. Principal approval (Level I and II)

Board approval (Level III and IV)

- b. Availability of school custodian and/or other school personnel
- c. Availability of proposed site as indicated by building administrator

Level	Group Requesting	Must be Approved by	Fee Charged	Insurance Required
Level I	School Groups – must have a certified employee present	Principal	No Fee	No insurance required
Level II If all students are Mercer Co. students	i.e., 4H, Scouts, Co. Recreation, Little League, YMCA, Mercer Ed. Foundation	Principal	No Fee (unless custodian works overtime)	Proof of Insurance required \$1Million bodily injury and \$10,000 property
Level III  If it is for a fundraiser and some team members are outside of Mercer Co. OR some of the profits will go outside of Mercer Co.	i.e., Civic, Church, Homemakers, Farm Bureau, Historical Society	The Board at a Board meeting Board meetings are the 3rd Thur. of each month. Paperwork due at least 8 days before meeting.	Fee Charged* \$150/day	Proof of Insurance required \$1Million bodily injury and \$10,000 property  Available June 8, 2024
Level IV	Meetings of General Public i.e., community or political groups	The Board at a Board Meeting Board meetings are the 3rd Thurs. of each month. Paperwork due at least 8 days before meeting.	Fee Charged* \$150/day	Proof of Insurance required \$1Million bodily injury and \$10,000 property

<sup>\*</sup>Fee must be paid seven (7) calendar days in advance via money order made out to Mercer County Schools and delivered to 530 Perryville St., Harrodsburg, KY 40330.

# 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 along with a contract prepared by the Board attorney. 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 Organi	zation/Activity Hard	rodsburg 250th Inc. Telephone 3-734-3680	
Representative's Name Rob	in S. Ison		
Address 0	7 West Lexic	ngton St. Herrodsburg Ky 4033	
The above organization/indiv	idual requests the use	of:	
v auditorium □ gym	nasium 🗖 dining roo	m/kitchen □ stadium	
classroom(s)	<b>_ _ _ _ _</b>	other, specify	
Is the organization planning to u	se District-owned equip	ment? YES NO	
If yes, specify equipment Scace	If yes, specify equipment Screen, Projector, Sound Operator's Name To Be Determined		
Is the organization planning to co	onduct sales on school p	oremises?  YES NO	
If yes, give a complete description	on of what is being sold	and how the proceeds will be used.	
Building/school/facility MC	Senior Hig	Aschool Auditorium	
Purpose Premier Sho	owing of 250	oth Documentary of Harrods burg	
Date(s) requested Tues da	y June 11	3024 Time(s) Requested 9 Am - 11 PM	
Will public be admitted?	YES NO	Will Rental Fee be Charged?	
Will advertisement(s) be used?	✓ YES □ NO	If Level I or II	
Will admission be charged?	□ YES NO	If Level III or IV Yes	

## When using school facilities, this organization agrees to observe the following:

- 1. To schedule with the building Principal 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

### **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	Insurance cost, if applicable	Total Cost for Facility Use
Gymnasium				
atschool				
at MC Seniar High school	\$ 150.			
Cafeteria - Dining Room Kitchen Both				
atschool				
Classroom(s) Number				
atschool				
Stadium				
atschool				
Other Property				
atschool				

\*Fee must be paid seven (7) calendar days in advance via money order made out to Mercer County Schools and delivered to 371 E. Lexington St., Harrodsburg, KY 40330.

Loba 5. I sa	4-25-24
Signature - Representative of User Group	Date
Signature -Principal	 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.

# 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? □ Yes □ No			
Date Deposit Received	Balance Due \$		
Board employee(s) assigned:			
Board Action Date, if applicable	Board Order #		

Review/Revised:6/18/2015

## **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 for level I and II usage, and to the Director of Maintenance for level III and IV usage.
- 2. Rentals will be made to responsible officers of that group who 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 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;
  - e) Observance that no games of chance or otherwise immoral or illegal activity shall be allowed on the premises;
  - f) The presence of a school employee at all times. The hourly wage of the employee may be included in the contract along with the social security and retirement payments required by law. If the 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 if the kitchen 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.

## REFERENCES:

<u>KRS 162.055; KRS 438.050; KRS 438.305; KRS 438.345</u> OAG 81-295

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

### RELATED POLICIES:

03.1327; 03.2327; 05.3; 06.221; 09.4232; 10.3; 10.5

Adopted/Amended: 8/15/2019

Order #: 202009