

ELIZABETHTOWN COMMUNITY & TECHNICAL COLLEGE
MEMORANDUM OF AGREEMENT (Form A)

The following guidelines and policies will apply, even if the basic facility usage charge is exempt
Guidelines for Facility Usage" revised 2/1/06 and written in accordance with KCTCS Business Procedure 2.4, dated 03/01/04.

Community college facilities, including campus buildings, and grounds, shall be used only for educational, cultural, or other purposes consistent with the role of the college and approved by the college president or designee. Credit and noncredit classes receive priority for use of college facilities. Student activities receive the second priority. The third priority goes to special projects that are a part of the college's annual plan of work. Other requests for the use of college facilities will be considered in order of receipt.

Facilities shall not be used to further the interests of a political party or be used to advance or inhibit religion. College facilities will not be leased to profit organizations or individuals for the purpose of making a profit. Facilities shall not be leased to outside businesses, individuals, or organizations for the purpose of conducting training that could have been provided by the college.

THIS AGREEMENT is made by and between the First Party, the Kentucky Community and Technical College System, ("KCTCS"), on behalf of (Elizabethtown Community & Technical College), and the Second Party, Elizabethtown Independent Schools, on this 5th day of August, 2026.

PERIOD OF CONTRACT

This Agreement is for these dates: October 12, 2026

PROJECT SCOPE

The First Party agrees to make Rooms 212 of the Regional Postsecondary Education Ctr (RPC) available to the Second Party for the purpose of Professional Development for Teachers.

If facilities usage is approved for an event, a representative of the sponsoring organization must ...

☐ Read and sign a **Memorandum of Agreement (MOA)** prior to the event.

CAMPUS GROUNDS

Permission is required for the use of campus grounds. User/organization must sign these guidelines on page two, absolving the college of any liability. Grassy areas are not designed for use as playing fields and are not necessarily level or safe for sports. Players may encounter deep holes, large rocks, low spots or other hazards. For the safety of everyone, all activities must be well away from campus entrances and all vehicles must be parked in a parking lot. No parking is allowed along any college driveway. Cars must not be parked on the grass at any time. Vehicles which are not parked in designated areas may be towed.

RESPONSIBILITY and DAMAGE

____ By your signature below, KCTCS/Elizabethtown Community and Technical College shall be **HELD HARMLESS** from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any all acts of the second party, its agents, employees, licensees, invitees or participants that result in injury to persons, damage to property or loss arising from performance of this contract.

____ The sponsor will be **RESPONSIBLE** for distributing this information to its participants, insuring the conduct of its participants while in the building or on campus, exhibiting concern for all participants and students.

____ Campus **GROUNDS** will be used as is.

____ Any organization using a college facility shall take proper care of the facility and its equipment and shall be financially responsible for any **DAMAGE**. The college will invoice the sponsor for an amount adequate to replace, repair or clean damaged equipment or facilities.

____ **PROPS** or backgrounds may be placed on the stage only with advance college approval.

____ **DISPLAYS** may be located in public areas only with advance college approval.

- ___ **DECORATIONS** or displays shall be exhibited without defacing buildings or grounds and shall be subject to the supervision and approval of the college. Use of nails, tacks, screws, tape or other adhesives on walls or floors is not permitted.
- ___ **APPLIANCES** or **EQUIPMENT** operated by electricity, explosive or highly flammable substance shall not be erected, installed or operated by the sponsor.
- ___ All **MATERIALS, SUBSTANCES, EQUIPMENT** or **OBJECTS** which can endanger life or cause bodily injury or damage property are strictly forbidden on campus.
- ___ **PASSAGEWAYS** or **EXITS** shall not be blocked, locked or bolted while the facility is in use.

GENERAL POLICIES

- ___ The sponsor is **RESPONSIBLE** for enforcing college policies while utilizing campus facilities. Groups who fail to enforce these policies shall be denied the privilege to use college facilities in the future.
- ___ **PARKING** for events is permitted in all campus lots. No parking is allowed on any college driveway. Vehicles must not driven or be parked on the grass at any time. Vehicles which are not parked in designated areas shall be towed.
- ___ **SMOKING** is not permitted inside or outside any facility on the college campus at any time. This includes campus parking lots.
- ___ **SALE** of merchandise or services of any kind whatsoever is prohibited on college property. Organizations who lease our facilities may not sell tickets or charge a registration fee for the event on our campus. Promotional materials for the sale of merchandise or services are also prohibited.
- ___ **FOOD AND DRINKS** are permitted only in designated areas. No refreshments shall be taken into computer labs, classrooms, ITV rooms, the lecture hall or onto the stage.
- ___ **DEADLY WEAPONS** are strictly forbidden on the college campus. The only exceptions to this policy are for peace officers acting in the course of official duties.

CANCELLATION CLAUSE

- ___ Either party may cancel this Agreement at any time for cause and may cancel without cause upon 30-day written notice to the other party.
- ___ In some situations, the college shall move or cancel an event in order to provide space for a college activity with a higher priority. In such instances, the event sponsor will receive notice at least 10 days prior to the event date.

DISCRIMINATION PROHIBITED

Both parties agree not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity and the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; American with Disabilities Act of 1990; and Executive Order No. 11246 of September 24, 1965, as amended; and all other applicable laws which prohibit discrimination and implementing regulation, guidelines, and standards lawfully adopted and promulgated under the laws.

FOR MORE INFORMATION contact the Facilities Office at (270)706-8937 or email Sheila Musick at smusick0004@kctcs.edu.

Approved: _____
First Party, College President and/or Designee

Date: _____ August 5, 2026

Approved: _____
Second Party Approval, Title & Entity Name

Date: _____