

Rental Application and Contract

CONDITIONS OF RENTAL

Bath County Schools reserve full and complete jurisdiction to its facilities. If on any given date, a school requires use of its gym, cafeteria, classrooms, etc. all activities scheduled, be it rented or otherwise, shall be canceled. If a rental fee has been paid, that fee shall be refunded or extended to cover an alternate/makeup date when rescheduled.

Bath County Schools may be closed from use or rental on all holidays specified by the Bath County Board of Education, snow days, or any other day/days that school is dismissed. In addition, if for some reason regular custodial personnel cannot be available for after school use or rental, the building will not be available for rent/use. If under any of these conditions a rental fee has been paid, that fee shall be refunded or extended to cover an alternate/makeup date when rescheduled.

Disregard of any of these rules and regulations governing use of school facilities shall result in the refusal by the School and the Board of Education to grant the offending group or organization further use of the building and facilities.

GUIDELINES

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

1. To schedule with the Principal/designee the time(s) school property is to be used. It is understood the Principal/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. The Board and School shall require the renting organization to assume all liability for injury to individuals by reason of the lease of school property and that the organization indemnify and save harmless the Board and School from any loss or damage thereby. The organization will fully compensate the Board and School for any damages.
3. To provide appropriate equipment for the use of School property. When the gymnasium is used, the organization agrees to permit on the gym floor only those persons wearing shoes that will not mark the floor.
4. To leave the facility in the same condition in which it was found. Examples: if you make a mess, you clean it up; do not drag chairs/tables across floors and leave scratch marks; do not leave pieces of paper on the floor or chairs scattered across the room.)
5. To ensure that all children are supervised by an adult at all times.
6. To follow the school rule of no running up and down the hallways.
7. To refrain from excessive inside or outside noise.
8. To observe all safety and fire regulations.
9. To prohibit the use of alcoholic beverages in the school building and on school grounds.
10. To prohibit smoking anywhere in the school building or on school grounds.

Rental Application and Contract**GUIDELINES (CONTINUED)**

11. To prohibit immoral or illegal activity on school premises.
12. To make no alterations to the equipment, buildings, or grounds without prior approval from the Principal/designee.
13. To refrain from subleasing or reassigning any portion of the building.
14. School equipment shall not be a part of the rental/use contract unless specifically enumerated.
15. To use only those areas of the building agreed to in the contract. (Example: no one allowed on stage or in classrooms during sporting events.)
16. To pay all rental fees as agreed in contract.
17. A school or district employee will be present at all times when school is in use.
18. To make sure that outside doors are not left or propped open.
19. To ensure absolutely NO children or adults or objects are permitted behind or under bleachers
20. To allow NO climbing or jumping on top of closed bleachers.
21. To be ready to exit building promptly at designated/scheduled time.
22. To make sure that trash is not left/deposited outside the gym or school doors or in the parking lot.
23. To allow NO hanging on the basketball goals.
24. To ensure no lights, breaker boxes, basketball backboard controls, bleachers, scoreboard, etc. will be activated or deactivated without prior arrangement with authorized school personnel.

REFERENCES:[KRS 438.050](#)[OAG 81295](#)

P. L. 107-110 (No Child Left Behind Act of 2001)

RELATED POLICY:

10.3

Adopted/Amended: 02/24/2009

Order #: 146

Application and Agreement for Use of District Property

***NOTE:** Please complete this form and submit to the appropriate designee for approval. Upon final decision, one (1) copy of the signed agreement will be returned to the using organization.*

Name of Sponsoring Organization/Activity _____ Telephone _____

Representative's Name _____

Address _____

The above organization/individual requests the use of:

☐ auditorium ☐ gymnasium ☐ dining room/kitchen ☐ stadium

☐ classroom(s) _____ ☐ other, specify _____

Is the organization planning to use District-owned equipment? ☐ YES ☐ NO

If yes, specify equipment _____ Operator 's Name _____

Is the organization planning to conduct sales on school premises? ☐ YES ☐ NO

If yes, give a complete description of what is being sold and how the proceeds will be used. _____

Building/school/facility _____

Purpose _____

Date(s) requested _____ Time(s) Requested _____

Will public be admitted? ☐ YES ☐ NO

Will advertisement(s) be used? ☐ YES ☐ NO

Will admission be charged? ☐ YES ☐ NO

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

1. **To schedule with the** ☐ Superintendent ☐ building Principal ☐ Other _____ **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.

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 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 _____ school				
Other Property at _____ school				

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, MAY BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(S) MADE.

Application and Agreement for Use of District Property**FEES FOR USE**

The following fee schedule represents costs which MAY be assessed for facility use. Fees may only be finalized by Board approval. These amounts are for estimation purposes only.

Classroom: \$5/hr.
 Cafeteria: \$10/hr.
 Gymnasium: \$25/hr. first four (4), \$10 each additional
 Athletic Field: \$50/four (4) hours
 Custodian: 1.5 of base hourly pay plus fringe benefits (minimum two (2) hours)

PAYMENT

Upon conclusion of property rental, collect and forward assessed fees along with the receipt provided to the Central Office District Facilities Director.

For Office Use Only - To be completed by School Official (Attach copy of approved request)	
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 # _____	
<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Principal/designee Date</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Facilities Director Date</div> <div style="border-bottom: 1px solid black;">District Finance Officer Date</div>	<div style="border: 1px solid black; height: 150px; margin-top: 10px;"> Comments: </div>

Review/Revised:2/24/09