

## Community Use of School Facilities

### APPLICATION AND CONTRACT

An official application form for the rental of the facility shall be made to the Principal of the school where the facility is located. The Principal shall be responsible that the application has been completed and all requirements of the application have been met prior to the same being presented to the Superintendent. Upon the application being presented to the Superintendent, he or she shall present the same to the Board for approval. Such approval shall authorize the Board Chairperson to enter into a written contract with the group requesting the facility. Only persons legally authorized by the group requesting the rental of the facility may sign application and contract of rental agreement. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

Conditions of the rental agreement shall include:

- a. Acceptance of responsibility by officials of the organization for any damage or loss resulting from the usage and that the group renting the facility shall reimburse the Board for any repair of damages or replacement of school property lost, stolen, damaged or vandalized during the time of the rental agreement.
- b. Agreement that organizations and officials thereof shall assume all liability for any personal injuries incurred during their use of the facilities and shall hold the Board, District, and District personnel harmless from any such claims asserted by anyone arising from the use of the facility or any manner associated therewith.
- c. That the organization has in place, at the time of the event, a policy of general liability insurance, insuring the organization for general liability purposes from any risk associated with the use of the facility.
- d. Agreement to observe all fire and safety regulations.
- e. Agreement that the use of tobacco products shall not occur within the building and that the use of alcoholic beverages is prohibited on all school property.
- f. Observance that no immoral or illegal activity shall be allowed on the premises.
- g. The presence of a school employee at all times, recognizing that the District, Board, Principal/designee or Superintendent/designee shall not be responsible in any manner for the conduct of persons present.
- h. Payments to hourly wage school employees shall be made directly by the group renting the facility to the school employee, in a sum of not less than the hourly rate paid by the District to said employee. The agreement shall provide that in no manner shall the employee be considered an employee of the District during such time.
- i. The agreement shall provide that no alterations to the building or grounds be made.
- j. The agreement shall provide that group renting the facility shall not sublet or assign any portion of the building or item of equipment covered by the contract.
- k. The agreement shall include language that no item of equipment is considered part of the agreement unless specifically mentioned in the rental agreement.
- l. The agreement shall include language that the facility is in as good a condition after use as it was before used.

**Community Use of School Facilities****GROUP CHARGES**

Organizations requesting the use of school facilities shall be divided into four groups and charged for use of facilities accordingly:

Group I	No fee charged	Student-oriented groups, such as P.T.O., P.T.A., booster organizations, 4-H, Scouts and school clubs. Camps for sports activities that are sponsored by employees of the District but from which the school employee involved derives no income.
Group II	Minimal fee charged*	Governmental organizations, including but not limited to local law enforcement groups and local fire departments. *”Minimal fee” as used in this policy is defined as the reimbursement of the expense of the use of the facility. Unless otherwise stated, the minimal fee is 20% of the rental fee.
Group III	Charged 50% of usual rental fee	Groups whose programs are community- and/or school-beneficial, including but not limited to churches, religious-related (that are “non-profit” or “tax-exempt” status in nature, as defined by state and/or federal income tax laws and regulations), civic groups (such as Kiwanis and Rotary clubs) or class reunions. Camps for sports activities that are not school-sponsored.
Group IV	Charged usual rental fee	All other groups. This includes camps sponsored by non-District personnel or school personnel who derive an income from the camp.

**FACILITIES RENTAL**

Rental for the use of school facilities are as follows:\*\*\*

Classroom	\$10.00 per event
Tennis Court	\$200.00 per event
Elementary Cafeteria	\$100.00 per event
Middle/High School Cafeteria	\$100.00 per event
School Auditorium***	\$250.00 per event
Elementary Gymnasium	\$200.00 per event
Middle School Gymnasium	\$300.00 per event
High School Gymnasium	\$400.00 per event
Middle School Football Field	\$300.00 per event
High School Football Field	\$400.00 per event
Middle School Baseball/Softball Fields	\$300.00 per event
High School Baseball/Softball Fields	\$400.00 per event
Library	\$100.00 per event
Middle School/High School Practice Fields (Soccer and football fields)	\$200.00 per event

**Community Use of School Facilities****FACILITIES RENTAL (CONTINUED)**

Custodial, cafeteria, security and other employee services are in addition to the above. Use of school kitchen facilities and equipment are rental in addition to the above. No person other than school-employed cooks or cafeteria employees may operate any equipment in the school kitchen. Payment to school employees is to be made directly to the employee by the group using the facility.

\*An exception to the charges is the use by the Laurel County Optimist Club of certain fields and gymnasiums. By agreement of the Board and the Laurel County Optimist Club, and Little League Programs in the use of school fields on a regular basis by the Optimist Club, Little League and the Laurel County Schools. Each has use of the other fields.

\*\*Does not include use of kitchen facility or equipment. Kitchen facility use will not be granted except by specific agreement of the Board. The rental cost of school equipment shall be recommended by the Principal and Superintendent depending on the particular item of equipment.

\*\*\*Audio equipment must be operated by District personnel. The cost is \$25.00 per hour for every hour of performance/event. In addition, one (1) hour set-up and one (1) hour take-down of equipment is also required at the hourly rate listed above.

**Community Use of School Facilities**

**Application for Use of School Facilities**

**LIMITATIONS**

Laurel County School Board policy and Kentucky law requests that application be made and permission be sought from the local Board for use of the school facilities. Charges for such use were established in Laurel County Board policy 05.3. These charges are divided into four (4) groups. The Laurel County Board policy requires that an application be made for the use of school facilities to the Superintendent of the Laurel County Schools by the group requesting use of the facility, and that a contract be entered into between the Laurel County Board of Education and the group or person requesting use of the facility.

Applicant's Name (Group's Name): \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Person or agent making application for group: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facility to be used: \_\_\_\_\_

Date(s) facility is sought to be used: \_\_\_\_\_

Time(s) facility is sought to be used: \_\_\_\_\_

Purpose of use: \_\_\_\_\_

Event Description: \_\_\_\_\_

\_\_\_\_\_

Presenters/Attendees: \_\_\_\_\_

\_\_\_\_\_

Detailed reason: Who will receive proceeds from use? If proceeds are divided, name each person or group and percent of division: \_\_\_\_\_ % Name: \_\_\_\_\_

\_\_\_\_\_ % Name: \_\_\_\_\_

Is any school equipment to be used in this event? \_\_\_\_\_ Yes \_\_\_\_\_ No

Describe the equipment to be used: \_\_\_\_\_

Will any school employees be used during this event? \_\_\_\_\_ Yes \_\_\_\_\_ No

Have arrangements for pay been made with school employees: \_\_\_\_\_ Yes \_\_\_\_\_ No

**Community Use of School Facilities****Application for Use of School Facilities**

Please check the applicable group's use:

1. \_\_\_\_\_ PTO, Booster Organization, School club, scouts, 4-H, etc., sports or other student oriented group, camps for sports activities that are sponsored by employees of the District but from which the school employee involved derives no income. 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)  
Specify: \_\_\_\_\_
2. \_\_\_\_\_ Governmental organizations, including but not limited to local law enforcement groups and local fire departments  
\*“Minimal fee” as used in this policy is defined as the reimbursement of the expense of the use of the facility. Unless otherwise stated, the minimal fee is 20% of the rental fee.  
Specify: \_\_\_\_\_
3. \_\_\_\_\_ Groups whose programs are community and school-related, including, but not limited to churches and civic organizations, (“non-profit” organizations, Kiwanis, Rotary, etc., class reunions) (If “non-profit”, provide copy of non-profit, tax exempt status.), civic groups (such as Kiwanis and Rotary clubs) or class reunions, camps for sports activities that are not school-sponsored.  
Specify: \_\_\_\_\_
4. \_\_\_\_\_ All other groups. This includes camps sponsored by non-District personnel or school personnel who derive an income from the camp.  
Specify: \_\_\_\_\_

By making this application, the applicant understands that before such facility may be used for the function, a contract must be entered into between the applicant and the Laurel County Board of Education. If the group using the facility is in Group categories 2, 3 or 4 herein above, payment of the applicable fee is a prerequisite to use the facility. Any group under Group I, III or IV shall have liability insurance of not less than one million dollars (\$1,000,000.00). Property insurance of not less than five million dollars (\$5,000,000.00) shall be required; however, the Principal and Director of Athletics shall determine if this requirement is applicable to the particular use. Such contract will include, among other items, that the applicant have insurance and otherwise assume liability for injury to individuals arising from the use of the facility, indemnification of the Board by the applicant, agreement to observe fire and safety regulations, that no smoking or use of alcoholic beverages occur with the facility, that no immoral or illegal activity occur within the facility, that a school employee be present when the facility is open after school hours, that a food service employee be present when the kitchen facilities are being used, that no alterations be made to the facility by the applicant, that school equipment will not be used as part of the agreement unless specifically agreed upon, that the agreement will not be sublet or assigned to anyone other than the applicant, and that the facility will be left in as good of condition as before it was used.

Use of any school equipment is considered as an additional fee.

**Community Use of School Facilities**  
**Application for Use of School Facilities**

This application is required to be presented to the Superintendent by the Principal of the school where the facility is located, for consideration and approval by the Laurel County Board of Education. No approval is expressed or implied until specific approval by the Laurel County Board of Education is given.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Principal of the school where the facility is located indicating his/her consent for such use and that the facility is available on the date and time requested by the applicant.

\_\_\_\_\_  
Date

**Principal Use Only**

	Yes	N/A
Payment received	_____	_____
Cash _____ Check _____		
Liability Insurance Received	_____	_____
Property Insurance Received	_____	_____
If payment and insurance required, Principal must submit with application or request will be returned to school.		

\_\_\_\_\_  
Athletic Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's recommendation that the application be granted

Review/Revised:12/8/2014