

Community Use of School Facilities

WHOMAYUSE

Principals following guidelines established by the Board, may grant the use of school facilities to responsible and organized groups for purposes that provide demonstrable benefit to the schools or to the community as a whole. School facilities may be used for personal or commercial activities.

The Board may authorize the use of school property by public members of the community during non-school hours for the purpose of recreation, sport, academic, literary, artistic, or community uses as defined in KRS Chapter 162 pursuant to this and other policies adopted by the Board and related procedures established by the Superintendent. ¹

AVAILABILITY

The Board shall determine when and which facilities will be available to the community and establish reasonable fees for their usage.

APPLICATION AND CONTRACT

The Board shall adopt an official application form and an official rental contract, both of which shall detail the conditions of usage. Persons authorized to represent officially the renting organization must sign the application and contract.

Applications shall be submitted to the Principal who will schedule and approve the use of facilities. Approval of a request to use District facilities does not signify District sponsorship, endorsement or approval of an organization or activity.

LIABILITY

The Board shall require a 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.

INSURANCE

If the non-school related activity sponsored by the group/person involves admission or is designated as a high-risk activity by the Superintendent or designee, the group/person shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

FEES FOR USE

The renting group/person or organization may be charged a building use fee to cover the cost of utilities and custodial services according to the following schedule:

High/middle school facilities	\$35.00
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Elementary school facilities	\$25.00
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The use of kitchen facilities shall be supervised by a regular food service employee, and the Board may require additional reimbursement for required supervisory or food-service salaries.

Community Use of School Facilities

EXCEPTION

Activities that are sponsored by approved student organizations, faculty groups, or school-related parent groups may use school facilities without charge when approved by the Principal and supervised by the Principal or the Principal's designee.

RESTITUTION OF DAMAGES

The renting group/person or organization shall reimburse the Board for any repair of damages to or replacement of school property lost, stolen, damaged or vandalized while under its care.

DISREGARD OF RULES

Disregard of the rules and regulations governing the use of school buildings and facilities shall result in the refusal of the board to grant the offending group/person or organization further use of the buildings and facilities.

REFERENCES:

¹KRS 162.055

KRS 160.290

KRS 160.293

KRS 160.340

KRS 162.050

OAG 60-389; OAG 80-78

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

20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

RELATED POLICIES:

05.31

10.3

Adopted/ Amended: 2/16/2016

Order#: 7161

Rental Application and Contract

MORGAN COUNTY

CONDITIONS OF RENTAL

All rental of school facilities is subject to the following conditions:

1. An official application shall be made to the Superintendent or his/her designee.
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 use of tobacco products shall not occur within any building owned or operated by the Board where services are provided to students and that the use of alcoholic beverages is prohibited in school buildings or on school grounds;
 - e. Observance that no immoral or illegal activity shall be allowed on the premises; and
 - f. The presence of a school employee when the building is open after school hours. Such employee shall be designated by the Principal, or if Principal deems necessary for paid custodial or food service personnel;
 - 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. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
 1. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; and
 - j. Agreement to leave the facilities in as good a condition as before used.

REFERENCES:

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

RELATED POLICY:

10.3

Adopted/Amended: 5/20/2010
Order#: 4622

Rental Application and Contract

Precise legal name of applicant organization: -----

Nature & objective of applicant organization: -----

Purpose for which use is **requested**: -----

Date(s) use is requested: _____ Hours of use: _____

School Facility **Requested**: -----

Description of room(s) needed (Number & type): _____

Other special facilities to be **used**: -----

- No special equipment, apparatus, or animals shall be brought into the building(s) or on school grounds without prior and specific authorization. List any items you request permission to bring, pending prior approval: _____
- The undersigned organization assumes full legal responsibility for any and all damage to school facilities, and/or grounds, resulting from their use by this organization or body. The undersigned organization, or body, further agrees to abide by the rules and regulations governing the use of school facilities, and shall be responsible for the conduct of persons using the facility.
- The undersigned representative of the applicant organization hereby guarantees compliance with and performance of and payment for all responsibilities and liabilities of the organization under the preceding paragraph.
- The organization will announce and assure that there will be NO use of any tobacco products in any facility at any time.

TOTAL RENTAL FEES DUE FOR THIS REQUEST:\$ _____

Precise Legal Name of Organization

Signature of Organization Representative

Organization Mailing Address

City, State and Zip Code

Phone Number

Principal

Superintendent

Signature of School Personnel in Attendance at
Event (Responsible for Compliance of
Policy/Procedure)

Rental Application and Contract

**RELEASE AND INDEMNITY AGREEMENT
Morgan County Board of Education
155 University Drive, West Liberty, KY 41472**

In consideration of receiving permission from the Morgan County Board of Education to use a facility/facilities, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the undersigned hereby releases the Morgan County Board of Education, its board members, superintendent, administrators, insurers, agents and employees of and from any and all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be caused or suffered by the undersigned and its/their agents, employees, invitees, officers, servants and assigns while in attendance at the above-mentioned facility/facilities or upon any premises owned by, leased to, sanctioned by, or under the control or supervision of the Morgan County Board of Education.

In addition, the undersigned hereby agrees to indemnify, defend and hold harmless the Morgan County Board of Education, its board members, superintendent, administrators, insurers, agents and employees from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys fees, and expense in any way related to the use and/or of the participation of the undersigned, its/their agents, employees, invitees, officers, servants and assigns in the use of and attendance at the facility/facilities. The undersigned's obligation to indemnify, defend and hold harmless shall survive the expiration or earlier termination of this agreement.

The undersigned further states that he/she has read and understands the foregoing release and indemnity agreement and is authorized to sign this release on behalf of his/her organization and acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of this organization or the activity.

NOTE: Inflatables are not covered by our insurance. If you rent inflatables, the company MUST demonstrate adequate liability insurance coverage (one million dollars or more) and produce a certificate naming the Morgan County School Board of Education as an additional insured.

Date

Signature of Authorizing Agent

Official Name of Organization (If applicable)

Address of Organization (If applicable)

Phone/Fax

Review/Revised: 12/17/2012