

Facility Use Contract

This Contract is made and entered into this ___ day of _____, 20____, by and between the Board of Education of Washington County (“Board”) and _____ (“Facility User”), consistent with Board Policies 05.3 and 05.31 which are incorporated herein by reference.

Pursuant to [KRS 162.050](#) and 162.055, property owned by the Board may be made available for community use under conditions imposed by the Board.

The Facility User desires to utilize Board property on _____ (date(s)), with the specific portion/facility as designated in the facility use application (05.31 AP.21) completed by the Facility User.

In addition to paying the base facility deposit as stated in the facility use application (05.31 AP.21), the Facility User agrees and accepts the following terms as condition for using the designated property:

- a. acceptance of responsibility by the Facility User for any damage or loss resulting from the rental;
- b. assumption of liability by the Facility User of all liability for any personal injuries incurred during their use of the facilities, including holding the Board and its members, officers, and employees harmless from any such claims;
- c. agreement to observe all fire and safety regulations during the usage;
- d. agreement that the use of any tobacco product, alternative nicotine product, or vapor product, shall not occur on or in all property;
- e. agreement that the use or possession of alcoholic beverages is prohibited in school buildings or on school grounds;
- f. agreement that no immoral or illegal activity shall be allowed on the premises, including but not limited to the prohibition against possession of firearms stated in [KRS 527.070](#);
- g. agreement that the presence of a school custodian (or other employee approved by the Principal) is required at all times during the usage event, and the corresponding acceptance of responsibility for twenty-five dollars (\$25.00/hour) as the estimated cost of the wages/benefits of the custodian(s) or other designated employee(s), will be paid by Facility User;
- h. agreement that no alterations to the buildings or grounds be made without prior approval;
- i. agreement not to 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 with corresponding payment of associated costs or fees; and
- k. agreement to leave the facilities in as good a condition as before used.

The Facility User expressly accepts and assumes all liability for any injury or damage to persons who are present on Board property for the Facility User’s event or damage to property caused by the Facility User’s usage, whether the injury or damage results from the Board’s negligence or any other cause. The Facility User also agrees to release the Board, its members, officers, and employees from all liability associated with the usage event, and agrees to hold these released entities harmless in the event any liability is sought to be imposed on them by any entity, including any third-party, arising out of or related to the usage event. Prior to the event, the Facility User shall provide the Superintendent with proof of general commercial liability insurance naming the Board as a covered insured.

Facility Use Contract

The individual or official signing on behalf of the Facility User organization agrees that by signing the agreement, they will become personally obligated by this contract if they do not have the actual authority of the named organization to sign on the organization's behalf.

Agreed:

Facility User:

Board of Education:

Official Name of Organization

Superintendent

Authorized Representative of Organization

Date of Board Approval

Printed Name and Position/Title with
Organization

Date of Signature

Date of Signature

Review/Revised:11/15/2021