

Rental Application and Contract

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 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 the use of any tobacco product, alternative nicotine product, or vapor product shall not occur on or in all property;
 - e. Prohibition of alcoholic beverages in school buildings or on school grounds;
 - f. Observance that no immoral or illegal activity shall be allowed on the premises;
 - g. The presence of a school employee shall be required when the building is open after school hours. Such employee shall be designated by the Principal and shall, in no way, be responsible for the conduct of persons present.
 - h. Approval for the sale of food items;
 - i. The presence of a food-service employee when lunchroom facilities are used;
 - j. Agreement that no alterations to the buildings or grounds be made without prior approval;
 - k. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
 - l. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; and
 - m. Agreement to leave the facilities in as good a condition as before used.

REFERENCES:

[KRS 158.149](#); [KRS 162.055](#); [KRS 438.050](#); [KRS 438.305](#)
[OAG 81-295](#)
P. L. 114-95, (Every Student Succeeds Act of 2015)

RELATED POLICIES:

03.1327; 03.2327; 06.221; 09.4232; 10.3; 10.5

Adopted/Amended: 7/25/2019
Order #: 8

Facility/Equipment Use Contract

_____ is given permission to use/rent the following facility or equipment for the specified time as follows:

In return for this use, the above named individual or organization agrees to return the facility or equipment in the same condition as when this contract was entered into. If the opening and closing of the facility is the responsibility of the user, he/she will ensure that all lights are turned off after the use, the doors are locked and keys are returned to the building administrator. During the time the facility or equipment is being use, adult supervision will be provided at all times. Damage to the facility which the using group does not satisfactorily take care of in the opinion of school officials will result in the group being denied the right to use any school facility or equipment. The building administrator may require that school personnel be hired to supervise any activity or to clean up after any activity. The above named individual or organization agrees not to allow any tobacco, alternative nicotine, vapor products, or alcoholic beverages in or on any property owned or operated by the Board during the time of rental. The amount of money owed by the individual or organization and any special considerations are outlined below:

Rent or Fee:

Special conditions:

The Board will not be responsible in any way, not be liable in any way for anything that may occur as a result of the use of a facility or piece of equipment that is not school-sponsored.

As witnessed by my signature the organization or individual assumes complete responsibility for all liability, both personal and property, in conjunction with the use of this facility or equipment.

(Signature of User or Renter)

I have witnessed the above signature and do certify by my signature that this agreement was entered into cooperatively by both parties.

(Signature of School Administrator)

Received by Board: _____

Facility/Equipment Use Contract

**BUILDINGS AND FACILITIES WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

THE UNDERSIGNED FURTHER AGREES (CONTINUED):

8. This agreement shall be governed by the laws of the State of Kentucky.
9. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this _____ day of _____, 20_____.

at _____, Kentucky.

School Official Representing Signature of Person Responsible
Hancock County School District

Organization

Review/Revised:6/27/2019

Community Use of School Facilities

WHO MAY USE

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 shall not 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

The Board shall cooperate or contract with the local Department of Parks and Recreation to schedule and use buildings and grounds.

AVAILABILITY

The Board shall establish reasonable fees for the rental of school facilities.

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 Superintendent or the Superintendent's designee for approval. 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 community group involves admission or is designated as a high-risk activity by the Superintendent or designee, the community group shall provide a certificate of liability insurance naming the Board as additional insured under the policy for the activity.

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DATED this _____ day of _____, 20_____.
at _____, Kentucky.

School Official Representing Signature of Person Responsible
Hancock County School District

Organization

Review/Revised:6/27/2019