



## 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 the Superintendent's designee (Procedure 05.31 AP.21)
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. The use of alcoholic beverages is prohibited in school buildings or on school grounds;
  - e. Observance that no games of chance or otherwise immoral or illegal activity shall be allowed on the premises;
  - f. The presence of a school employee at all times. The hourly wage of the employee may be included in the contract along with the social security and retirement payments required by law. If the employee is employed beyond the normal 40-hour week that s/he works for the Board, overtime wages must be paid.
  - g. The presence of a food-service employee when the kitchen facilities are used. The hourly wage of the employee must be included in the contract along with social security and retirement payments required by law.
  - h. Agreement that no alterations to the buildings or grounds be made without prior approval;
  - i. Agreement that the renting party shall not 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; and
  - k. Agreement to leave the facilities in as good a condition as before used.

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*Name of Group, Organization, Individual*

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*Dates Requested*

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*Signature (Representative of User Group)*

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*Date*

**Application and Agreement for Use of District Property**

***NOTE:** Please complete this form, along with the Liability Waiver or Insurance Certificate, and the original contract and submit to the Superintendent for approval. The contract shall be signed by the designated representative of the using organization and returned to the Superintendent. If the application is not approved the requestor and Principal will be notified.*

Name of Sponsoring Organization/Activity _____		Telephone _____
Representative's Name _____		
Address _____		
The above organization/individual requests the use of:		
<input type="checkbox"/> auditorium <input type="checkbox"/> gymnasium <input type="checkbox"/> dining room/kitchen <input type="checkbox"/> stadium <input type="checkbox"/> classroom(s) _____ <input type="checkbox"/> other, specify _____		
Is the organization planning to use District-owned equipment? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, specify equipment _____ Operator's Name _____		
<i>Use of the kitchen equipment requires the presence of a school food service employee.</i>		
Is the organization planning to conduct sales on school premises? <input type="checkbox"/> YES <input type="checkbox"/> 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?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Liability Waiver or Insurance attached? <input type="checkbox"/> YES <input type="checkbox"/> NO
Will advertisement(s) be used?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will a school employee be present? <input type="checkbox"/> YES <input type="checkbox"/> NO
Will admission be charged?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Is the Contract signed and attached? <input type="checkbox"/> YES <input type="checkbox"/> NO

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

1. **To schedule with the Principal the time(s) District property is to be used.** It is understood that the Superintendent and or Principal 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, per policy 05.3, if the non-school related activity involves admission or is designated as a high-risk activity by the Superintendent or designee, the organization is required to 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 or Liability Waiver shall be filed with this application . 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.

**Application and Agreement for Use of District Property**

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.
5. To acknowledge that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

**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
<b>Gymnasium</b> at _____ school				
<b>Auditorium</b> at _____ school				
<b>Cafeteria - <input type="checkbox"/> Dining Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Both</b> at _____ school				
<b>Classroom(s) Number _____</b> at _____ school				
<b>Stadium</b> at _____ school				
<b>Other Property</b> at _____ school				

**Application and Agreement for Use of District Property**

\_\_\_\_\_  
*Signature - Representative of User Group*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature -Principal*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature - Superintendent*

\_\_\_\_\_  
*Date*

**IN THE EVENT SCHOOL IS CLOSED DUE TO WEATHER CONDITIONS, ALL SCHEDULED ACTIVITIES, WITH THE EXCEPTION OF DINNER MEETINGS, WILL BE CANCELED AND OPPORTUNITY TO RESCHEDULE OR REFUND RENTAL FEE(S) WILL BE MADE.**

<b>For Office Use Only - To be Completed by School Official</b>	
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 # _____

Review/Revised:12/18/2023

**Facility/Equipment Use Contract**

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

I, \_\_\_\_\_, an agent or officer, acting for and on behalf of \_\_\_\_\_

for and in consideration of the use of the facilities of Carter County Schools, 228 S. Carol Malone Blvd, Grayson, KY 41143, do by this document agree, on behalf of myself and/or the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the School District, including elected or appointed officials, and persons acting on behalf of the School District in any official capacity, temporarily or permanently in the service of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of the Carter County School District.

**THE UNDERSIGNED FURTHER AGREES:**

1. To indemnify and hold harmless the School District, its agents, employees and assigns from all manner, action or actions, cause or causes of action, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization’s use of the facilities of said School District.
2. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
3. To immediately notify the School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
4. To reimburse the School District for any damages or losses caused by the organization’s use of the school facilities and agrees to promptly pay for said damages.
5. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
6. In the event the School district shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
7. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

**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.

\_\_\_\_\_  
Signature (Responsible Representative of User Group or Responsible Individual)

\_\_\_\_\_  
Name of Organization

Review/Revised:12/18/2023