

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 State Supervisor or the State Supervisor's 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 Kentucky Board of Education harmless from any such claims against it;
 - c. Agreement to observe all fire and safety regulations;
 - d. Agreement that the use of tobacco products shall not occur within the building 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;
 - f. The presence of a school custodian at all times. The hourly wage of the custodian(s) must 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 Kentucky Board of Education, overtime wages at two (2) times hourly rate must be paid. An exemption may be permissible, on a case by case basis and as determined by the State Supervisor, for non-profit groups that work closely with the schools;
 - g. Agreement that no alterations to the buildings or grounds be made without prior approval;
 - h. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
 - i. 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.
 - k. Agreement that the minimum rental fee shall be \$500.

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REFERENCES:

[KRS 438.050](#); [KRS 162.055](#)

[OAG 81-295](#)

P. L. 107-110 (No Child Left Behind Act of 2001)

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APPLICATION AND AGREEMENT FOR USE OF STATE PROPERTY

***NOTE:** Please complete this form in duplicate and submit both copies to the State Supervisor/designee for approval. If the application is approved, one (1) copy of the signed agreement will be returned to the using organization along with a contract prepared by the Kentucky Board of Education attorney. The contract shall be signed by the designated representative of the using organization and returned to the State Supervisor/designee. If the application is not approved, both copies will be returned.*

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 <input type="checkbox"/> other, specify _____	
Is the organization planning to use State-owned equipment? <input type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, specify equipment _____ Operator's Name _____	
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
Will advertisement(s) be used?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will admission be charged?	<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) State property is to be used.** It is understood that the Principal/designee 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, the organization will procure sufficient liability insurance to indemnify the Kentucky Board of Education, 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 shall be filed with the Kentucky Board of Education prior to the date the organization uses the building. The Kentucky Board of Education shall require the renting organization to assume all liability for injury to individuals by reason of the lease of State property and that the organization indemnify and save harmless the Kentucky Board of Education from any loss or damage thereby.
3. **To provide appropriate equipment for the use of State 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 KSB/KSD 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 Kentucky Board of Education to grant the offending organization further use.
5. **To acknowledge that approval of this request does not signify State sponsorship,** endorsement or approval of your organization or the activity.

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FEE SCHEDULE

The organization agrees to pay the applicable fee(s) for the use of School facilities.

	# of Employees Required	# of Hours	Hourly Rate (Overtime at 2.0 times)	Total
Custodians				
Food Service Employees				
Supervisory Personnel				
Other _____ _____				
TOTAL PERSONNEL CHARGE				

Signature - Representative of User Group

Date

Signature – State Supervisor/designee

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.

For Office Use Only - To be Completed by School Official	
Cost for use of State 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 # _____

Adopted/Amended: 10/7/2014
Order #: XX.A.2