



**Northern Kentucky Cooperative
for Educational Services**
5516 East Alexandria Pike
Cold Spring, KY 41076
(859) 442-8600

Use of Facilities and Grounds

Who May Use

The Board authorizes the use of facilities and grounds by responsible and organized groups for purposes that provide demonstrable benefit to the schools or to the community as a whole. Groups shall not use facilities and grounds when such use would interfere with educational purposes.

Use During Elections

The Executive Director is authorized to grant approval for use of facilities as polling places for elections.

Political Rallies

Political rallies may be held in school facilities, provided the provisions of this policy are followed.

Availability

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

Activities that are sponsored by approved student organizations, faculty groups, or school-related parent groups may use facilities and grounds without charge when approved by the Executive Director and, when required, supervised by school personnel.

Other Groups

Other local groups may be granted permission to use facilities and grounds provided the following requirements are met:

- Activities shall be scheduled to last no more than three (3) hours and to end no later than 10:00 p.m., unless the Executive Director or designee grants prior permission to exceed these limits.
- Payment is made in accordance with a fee schedule approved by the Board. The Executive Director is authorized to alter the hourly rate based on justifiable written information supplied by the renter.
- The Board shall require reimbursement for any and all expenses incurred, including those for utilities and custodial and supervisory services.



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Liability

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.

Supervision

The Board holds each group or organization using facilities directly responsible for the proper supervision of persons admitted to the activity.

The official representative of the group, or an adult designated in writing by the representative must be directly in charge of the assigned area during the entire time it is in use. When youth groups are granted use of the facilities, the representative must check in with the employee in charge of the facility before any participants will be admitted.

Insurance

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

Disregard of Rules

Disregard of the rules and procedures governing use of facilities shall result in the refusal to grant the offending group organization further use of the facilities.

Restitution for Damages

Groups or organizations shall reimburse the Board for any repair or damages to or replacement of school property lost, stolen, damaged, or vandalized while under their care.

Application & 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. Only persons over twenty-one (21) years of age may sign the application.

Forms shall be completed and returned to the office of application within ten (10) days prior to use. The Executive Director and applicant shall each be provided with a copy of the forms.

If an application includes a request to use the gymnasium or auditorium for moneymaking activities, the Executive Director shall review the application and have the authority to increase the normal rental fee.



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Rental Application and Contract

Conditions of Rental

All rentals of facilities are subject to the following conditions:

1. An official application shall be made to the Executive Director or Director's designee. The application shall specify the use to be made of the facility; only the approved uses shall be permitted.
2. Rentals will be made only to responsible and organized groups, and a responsible representative 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 tobacco products shall not occur within the building and that the use of alcoholic beverages is prohibited in buildings or on property;
 - e. Observance that no immoral or illegal activity or gambling in any form shall be allowed on the premises;
 - f. The presence of a custodian during the activity. 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 she/he works for the Board, the using group must pay overtime wages;
 - g. The presence of a designated employee who will be in charge of building and open it only to the responsible group representative named on the face of the approved request;
 - h. Agreement that participants in active games in the gymnasium shall be required to wear gym shoes;
 - i. Agreement that no alterations to the buildings or grounds be made without prior approval;
 - j. Agreement that the renting party shall not sublease or reassign any portion of the building or item of equipment covered by the rental contract;
 - k. Observance of the requirement to clear the building by 11:00 p.m. for all evening activities;
 - l. Limitation of refreshments to designated areas only;
 - m. Agreement that school equipment shall not be a part of the rental contract unless specifically enumerated; and
 - n. Agreement to leave the facilities in as good a condition as before used.

REFERENCES:

KRS 438.050; KRS 160.290, KRS 160.293, KRS 160.340, KRS 160.050, OAG 81-295,
OAG 80-78, OAG 60-389, The Pro-Children Act of 1994

RELATED POLICY:

10.3



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REQUEST FOR RENTAL/USE OF FACILITIES APPLICATION

Name of Requesting Organization

Area of the Facility Requesting

Person Who Will Be Present and
Supervising the Activity

Date(s) the Facility is Required

Day(s): M T W R F Sat Sun

From _____ a.m./p.m. to _____ a.m/p.m.
Time Facility is requested

If this is a continuing request, indicate the duration: _____

The requested area(s) of the Facility will be used for the following activities: _____

Facility to be used (see rate chart below for cost):

Rental Fees

Approximate number people: _____

Field \$50.00 per season
Gymnasium \$50.00 per season

I have read the Rules and Regulations for Community Use of Facilities and agree on behalf of the requesting organization to assume personal responsibility for the proper use of the above named areas of the Facility.

Signature of person making request on
Behalf of the organization

Address

Date

Home Phone: _____ Work Phone: _____

Email address: _____

Executive Director Signature Date

Approved

Disapproved

Approval of Use of Facility owned by Northern Kentucky Cooperative will not be granted until a copy of your insurance policy and this signed application has been returned to the office of the Executive Director.



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I have read and understand, Northern Kentucky Cooperative's policy on Community Use of Facilities, and by signing below, I hereby affirm that: (i) I am twenty-one (21) years of age or older, (ii) I have the authority to make this Request for Rental/Use of Facilities on behalf of the Requesting Organization; (iii) The individual named for the Requesting Organization shall be responsible for the supervising the assigned area during the entire time it is in use; (iv) The Requesting Organization agrees to assume any and all liability for injury to individuals or property by reason of the lease of Board property and that the Requesting Organization agrees to indemnify and save harmless Northern Kentucky Cooperative for Educational Services, its Boards of Directors, employees and agents, from any loss or damage thereby, including reasonable attorney fees; and (v) That prior to the start of the scheduled event, the Requesting Organization agrees to provide the Executive Director with a insurance certificate of liability naming **Northern Kentucky Cooperative for Educational Services** as **Additional Insured** under the liability insurance policy for the activity.

Signature and Title (if any), of Person
Making the Request on Behalf of the
Organization