## **Room/Building Use Application**

School or Facility	Room Name or Numbe	er Date(s) of Activity
Day(s) of the Week	Hours for Activity (Include setup and tak	Age Range of Group kedown time)
Activity or Event (Title and/or brief description)Approximate Number of AttendeesWill admission be charged for this event?Yes $\Box$ No $\Box$ If yes, see below for fee amount.		
Sponsoring Organization	F	Person-In-Charge
Mailing Address	Phone	Email
AS 14.30.143 Concussion Requirements:         Is this building/facility usage related to a nonprofit youth organization providing an opportunity to participate in sports or other recreational activities that could result in a concussion?         Yes □ No □         If so, has the organization provided the District written verification of:         a) A valid insurance policy covering the injury or death in an amount not less than \$50,000 for each person and \$100,000 for each incident.         Yes □ No □         Is a certificate of this insurance attached?         Yes □ No □         b) Compliance with the protocol for prevention and reporting of concussions required in AS 14.30.142. cf BP 6145.22, AR 6145.22 and E 6145.22(1).         Yes □ No □		
Is a certificate of general liability insurance attached?       Yes □       No □         I have read and agree to the Instructions, and Conditions of Use.       I have read and agree to <u>AR 1330 Use of Facilities and Properties</u> .       No □		
Applicant Signature	Ī	Date
School District Use Only   Will a room/building use fee be charged?   Yes   No   Amount   Yes   No   Amount   (Per hour plus overtime)   Will a technical fee be charged?   Yes   No   Amount   Ticket Sales Fee   Category II & III - \$1.00 per ticket   Category IV - \$2.00 per ticket   Additional conditions or comments		
School Administrator Approval	I	Date
Assistant Superintendent, Instruct	ional Support I	Date

Copy to: School, Applicant, District Office, Risk Management

## Instructions

This application must be presented to the local building administrator at least ten (10) days prior to the date facilities are to be used. If approved, one copy will be retained at the school, and one copy will be returned to the sponsoring organization.

All fees will be charged according to rates established by the Board of Education (cf. <u>AR 1330 Use of Facilities and Properties</u>). Cost of custodial or other services will be assessed at the conclusion of the activity according to the level of service provided. Such charges will be itemized on this form with one copy retained at the school and one copy sent to the sponsoring organization. All fees will be paid to the local school.

Sponsoring organizations shall be directly responsible for adult supervision, post-event minor cleanup, and ensuring all doors are locked when leaving the facility. Therefore, a mutually satisfactory agreement must be reached with the local building administrator for this type of service prior to the start of such activities. If the applicant/permittee seeks to use school premises outside of normal school attendance hours for a community function, the applicant/permittee acknowledges that no school staff will be on duty unless the applicant arranges for a specific staff service in advance. Sponsoring organizations shall be responsible for the cost of the building snow/ice removal and application of traction control, as well as any needed deep cleaning. The applicant/permittee further agrees that it is subject to all provisions of the administrative rules and regulations governing the community use of school facilities.

The applicant/permittee agrees to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and it agrees to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use, unless the liability due to the District's sole negligence. The applicant/permittee further agrees to provide the District with a certificate of insurance showing minimum General Liability limit of \$1,000,000 per occurrence and naming the District as an additional insured, unless the District waives this requirement in writing. Applicant/permittee shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.

## **CONDITIONS OF USE**

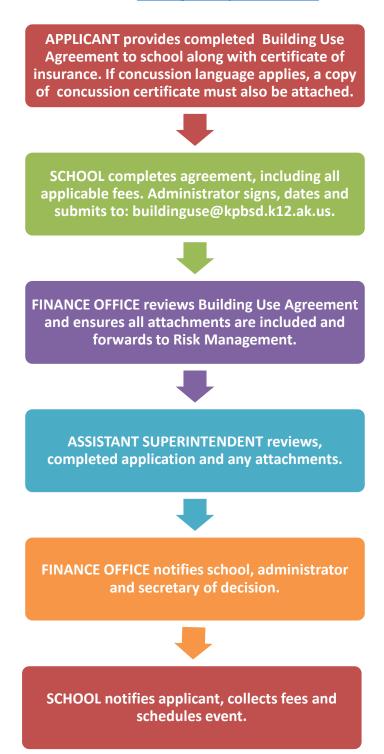
- 1. Sponsoring organizations shall be directly responsible for adult supervision, post-event minor cleanup, and ensuring all doors are locked when leaving the facility. Sponsoring organizations shall be responsible for the cost of the building custodian as needed in providing exterior maintenance of the sidewalks or walk ways, including snow/ice removal and application of traction control, as well as any needed deep cleaning. Applicants shall communicate with the building administrator to ensure that these will be done. Building administrators are program supervisors and shall not be called upon to supervise activities of other groups.
- 2. The applicant shall agree to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use, unless the liability is a result of the District's sole negligence. The applicant shall further agree to provide the District with a certificate of insurance showing minimum General Liability limit of \$1,000,000 per occurrence and naming the District as an additional insured, unless the District waives this requirement in writing. Applicant shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.
- 3. Applicants shall supply any special supervision determined necessary by the building administrator.
- 4. Smoking of any substance, legal or illegal, is prohibited.
- 5. Use of tobacco or marijuana in any form is prohibited.
- 6. Alcoholic beverages/illegal or illicit drugs and people under the influence of said items are not permitted in school facilities or on school property at any time.
- 7. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b) (16) and (19), are not permitted in school facilities or on school property without advance approval  $\underline{E}$  1330c Application for Community Possession of Firearms.
- 8. Installation of equipment, alteration of existing building facilities including fields, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval of the building administrator.
- 9. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the building administrator.
- 10. Advertising or the sale of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
- 11. Evening activities and programs shall be concluded thirty (30) minutes prior to the close of the second shift custodian work day and buildings shall be vacated by the close of the second shift custodian's work day unless prior approval has been granted by the building administrator, or if use is of the swimming pool.
- 12. Rental agreements are not transferable.
- 13. Rental fees shall be determined in advance. Custodian or other service charges may be assessed at the conclusion of the activity according to the level of service provided.
- 14. Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
- 15. Fire and safety regulations shall be observed.

- 16. Lunchroom facilities may be used by students, parents, and teachers' organizations for the purpose of preparing and/or serving meals prepared by the cafeteria staff. Groups not desiring to use the kitchen facilities for food preparation may opt to rent commons, cafeteria, or gymnasium facilities, and have meals catered with permission of the building administrator. Cafeteria staff must be present to supervise use of food preparation equipment in kitchen facilities.
- 17. The District reserves the right to cancel an <u>E 1330a Room/Building Use Application</u> if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee. The superintendent will approve all District cancellations.
- 18. The District is not responsible for loss or damage to personal property by individuals or groups.
- 19. The District shall require a hold harmless agreement (when appropriate) and certificates of insurance.
- 20. Violation of these rules or regulations shall restrict subsequent facility use agreement.
- 21. All District staff shall adhere to the provisions of the federal copyright law and maintain high ethical standards in using copyrighted materials.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT Revised: 11/05/2018

## **BUILDING USE AGREEMENTS FLOW CHART**

Contact: <a href="mailto:buildinguse@kpbsd.k12.ak.us">buildinguse@kpbsd.k12.ak.us</a>



Revised 11/05/2018