



APPLICATION FOR USE OF SCHOOL FACILITIES

The Board of Education (“Board”) encourages the proper community use of school facilities. It is necessary, however, to ensure that such use does not interfere with the regular school purposes or put a financial strain on the district. Therefore, specific regulations have been established. (7510)

The basic purpose of public school facilities is to provide the youth of the community a sound education program. However, the Board may grant use of school facilities upon payment of the prescribed fee, and subject to regulations, permit the use of school facilities for other Board-approved purposes.

Conditions Governing Use of School Facilities

- Any contract or privilege granted to any person, group, or organization to use any building or property is non-transferable to any other person, group, or organization.
- The applicant agrees to assume responsibility for all liabilities and/or arising incidents to the occupancy of building or grounds. It is understood and agreed that the school district assumes no obligation regarding the use of such premises.
- Contracts will be issued for specific areas of a building or grounds. It shall be the responsibility of the applicant to ensure that the remainder of the building is not entered or used.
- The applicant shall assume responsibility for securing police protection and/or traffic control when in the school district administrators’ opinion such police attendance is necessary, with costs procured by the applicant.
- The applicant shall be responsible in case of loss of or damage to school property as a result of the reservation. Reimbursement to the school district is mandatory. **A Certificate of Liability Insurance will be required to be returned with the application.**
- Alcoholic beverages, unauthorized drugs, profanity, tobacco products, and gambling (exceptions to gambling include: Bingo, Raffles, and 50/50 Drawings sponsored by a parent/school group) are prohibited on school property. Smoking is prohibited inside school buildings. Users of facilities must comply with state and local fire and safety regulations.
- The length of any school facility usage agreement will be only for the dates and times approved in the application.
- Cancellations shall be made through the Administrator in charge of scheduling. In case of cancellation, the applicant will be responsible for any costs to the school district of its personnel prior to the cancellation.
- A deposit payable to the Big Walnut Board of Education covering the facility fee may be required in advance. Invoices will be provided and payment is due upon receipt.
- The Big Walnut Board of Education reserves the right to cancel a scheduled use of the facilities if such use infringes upon the original and appropriate uses of such facilities. School activities shall have priority over all proposed or scheduled community activities.
- An employee of the Board must be on duty whenever a school building or school stadium is used by an organization, group, or individual.
- In regard to adult recreational activities, only the group given approval to use the gym may be in attendance. It is the responsibility of the applicant who signed the application to police this rule.

- Spectators are welcome to attend youth and student activities, and are also welcome to attend interscholastic contests held at Big Walnut by private or other public school districts. Spectators are expected to remain in the immediate area in which the event is taking place.
- Facilities will not be available on days when school is closed due to weather, mechanical breakdown, school vacations or holidays, unless approved by the building administrator (extra custodial charge may occur).
- When a school activity runs late, the in-coming group must wait patiently for its conclusion. Harassment of the activity by persons of the in-coming group may cause cancellation of approval to use the facility.
- All equipment is to be put back exactly where it was located prior to the activity, and the area used must be left clean.
- Shoes with metal heels, toe plates, cleats or any substance that may damage a floor should not be worn or used in any building unless approved by an administrator.
- The sponsor, applicant chaperone, school custodian, or any other school official is authorized to request anyone to leave school premises, who, by virtue of his/her clothing, physical condition, or actions, is doing damage or is likely to damage or harm a building, its contents, or another person.
- Buildings will not usually be used for recreation by outside groups on Sundays or legal holidays.
- No group will, under any circumstance, tamper with any electrical or heating controls.
- The use of Auditorium lighting systems and/or sound systems will require arrangements to have the auditorium manager and/or approved student worker(s) present at the users expense.
- The kitchen will not be used by any group unless arrangements are made to have one of the regular cafeteria workers present at the users expense.
- The Big Walnut Local Schools has an agreement in place with the Pepsi-Cola Company that requires any group using the facilities to agree to use Pepsi-Cola products, if selling beverage products during an event.
- School-sponsored student groups must have a teacher, advisor, or approved adult coach present at the activity. Non-school sponsored student groups must have a teacher present or an adult approved by the Superintendent or their designee.
- Final Group determination will be made by a district administrator.
- Failure to follow all of these regulations may result in immediate loss of facility use.

The Applicant, _____ (Organization/Group/Individual), assumes and accepts full responsibility for any and all liability claims arising from the activity, and releases the Big Walnut Local School District and any of its members, officials, or employees harmless against, any loss or damage to property, or any injury to or death of any person pertaining to the use of facilities and equipment.

The applicant assumes full responsibility for the replacement or repair of school property damaged or stolen during the period of occupancy.

Signature

Date

Procedures for School Facilities Use Application

- Facility Use Application can be obtained from the building. **Please include a Certificate of Liability Insurance (minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 total) when returning the application.**
- The building administrator will approve/deny the request based on the availability of the facility (area) being requested. The building administrator will also designate the fee to be charged based on the Facility Use Cost Schedule.
- The building administrator will then send the application to the Superintendent's office who will confirm the fee.
- The Superintendent's office will invoice the person or group requesting the facility.
- Payment will be sent to the Superintendent's office, 110 Tippet Court, Sunbury, OH 43074.

Application for Facility Use

Name of organization, group or individual: _____

Person/Group Providing Financial Responsibility: _____

Address: _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

Is this a for profit organization? _____ Yes _____ No

For what purpose are facilities being requested? _____

Building:

_____ Big Walnut Early Learning Center _____ Big Walnut Elementary,

_____ General Rosecrans Elementary, _____ Hylen Souders Elementary, _____ Prairie Run Elementary,

_____ Big Walnut Intermediate School, _____ Big Walnut Middle School, _____ Big Walnut High School

Area of facility requested: _____

Equipment needed (A.V., tables, chairs, etc.): _____
(Please attach special instructions to this form)

Approximate number of participants: _____

Date(s) requested: _____

Time of event: Starting Time _____ Ending Time _____

Set-up / Tear-down time needed for event: Set-up _____ Tear-down _____

Is an adult in charge a **Big Walnut Employee**? _____ Yes _____ No

Is the adult in charge a **resident** of the **Big Walnut School District**? _____ Yes _____ No

FEES

Auditorium Manager:	_____
Utility Fee:	_____
Facility Fee:	_____
Auditorium Staff (student)	_____
Custodial Fee:	_____
Food Service Fee:	_____
Total Charges:	_____

(Please make check payable to the Big Walnut Local Board of Education)

NOTE: School doors will be opened only when both the assigned custodian and the adult in charge are present. Heat or air conditioning in the buildings is not guaranteed.

Facility Use Costs

	GROUP I School Sponsored Programs/Groups	GROUP II Scouts, 4H, Youth Programs, School Support Groups, Boosters/PTO	GROUP III Adult Community, Civic/Service, Churches	GROUP IV For Profit Business/Industry, Recreational Adult, Non-Community, Non-Public Schools
	NO CHARGE	UTILITY AND PERSONNEL & FACILITY FEES	UTILITY, PERSONNEL & FACILITY FEES	UTILITY, PERSONNEL & FACILITY FEES
FACILITY	FEE Per Hour	FEE Per Hour	FEE Per Hour	FEE Per Hour
Classrooms	No Fee	No Fee	\$50	\$50
Elementary Gyms	No Fee	No Fee	\$75	\$150
Intermediate Gym	No Fee	No Fee	\$100	\$200
Middle School Gym	No Fee	No Fee	\$100	\$200
High School Gym	No Fee	No Fee	\$200	\$300
Kitchen(s)	No Fee	No Fee	\$50	\$125
Cafeteria(s)	No Fee	No Fee	\$100	\$150
Track IS/MS	No Fee	No Fee	\$100	\$150
Track HS	No Fee	No Fee	\$150	\$200
Baseball/Softball IS/MS (per game)	No Fee	No Fee	\$100	\$150
Baseball/Softball HS (per game)	No Fee	No Fee	\$100	\$200
Stadium IS	No Fee	No Fee	\$100	\$200
Stadium MS	No Fee	No Fee	\$150	\$250
Stadium HS	No Fee	No Fee	\$200	\$300
Practice Field(s)	No Fee	No Fee	\$75	\$100
Scoreboard use at any facility	No Fee	No Fee	\$50	\$100
Theater MS	No Fee	\$100	\$150	\$250
Theater HS	No Fee	\$100	\$175	\$300
Custodian Required 30 min	No Fee	\$50 (Weekends/No	\$50	\$50

prior to the start and 30 min post.		School)		
Food Service Worker	No Fee	\$30	\$30	\$30
Auditorium Manager or Supervisor	No Fee	\$25	\$25	\$25
Auditorium Student	No Fee	\$10	\$10	\$10
Utilities	No Fee	\$20 (Weekends/No School)	\$20	\$50
Parking Lots	No Fee	No Fee	No Fee	\$100



ASSUMPTION OF RISK AND WAIVER OF PARTICIPANTS

In exchange, and in consideration for being a participant of an activity or event held by the _____ ("User"), being held at Big Walnut Board of Education Facilities, and in exchange for having access to the Board's Facilities, I/we assume any and all risks, and further release, waive, discharge, and covenant not to sue the Board, its members, employees, volunteers and agents for, any and all liability for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned who may contract or suspect to have contracted COVID-19, directly or indirectly, whether caused by the negligence, or other action by the Board or its employees due to access of the Facilities.

Printed Name of Participant

Printed Name of the Parent/Guardian if
Participant is Under 18

Signature of Participant

Signature of the Parent/Guardian if
Participant is Under 18



COMMUNITY USE/RENTAL OF SCHOOL FACILITIES WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT

By signing this agreement, the User agrees as follows:

1. Rental and use of the Board's facilities, buildings, equipment or other property ("Facilities") is voluntary.
2. In consideration for being permitted to rent the Facilities of the Board, the User assumes all responsibility for compliance (by the User, any participants, and spectators) with any and all Orders of the Governor, Ohio Department of Health, local health department, and law enforcement as well as all safety and social distancing protocols as described in any additional social-distancing procedures posted by the Board.
3. The User, and the undersigned, on behalf of himself or herself, participants, spectators, heirs, and next of kin hereby acknowledges, agrees and represents that he or she has inspected and carefully considered the Facilities and that the undersigned finds and accepts the same as being safe and reasonably suited for the User's purposes.
4. The User agrees, represents, and warrants that neither the User, nor any of its participants, or spectators shall visit or utilize the Facilities if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The User agrees to notify the District immediately if he or she believes that any of the foregoing access/use restrictions may apply. The User agrees to notify the Board immediately if he or she believes that any of its participants, spectators, or attendees using the Facilities have tested positive for COVID-19.
5. The User and any participants and spectators understand that the risk of becoming exposed to or infected by COVID-19 at the Facilities may result from the actions, omissions, or negligence of him/herself, participants, spectators, and others, including, but not limited to, Board staff, students, or volunteers.
6. The User releases, waives, discharges, and covenants not to sue the Board, its members, employees, volunteers and agents for, any and all liability to the User, members, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participants, and spectators who may contract or suspect they have contracted COVID-19, directly or indirectly, whether caused by the negligence, or other action by the Board or its employees while the User, its participants, and spectators accessed the Facilities.

7. The User will require EACH participant and parent to sign a release and waiver as attached and maintain those documents until otherwise instructed by the Board.
8. The User agrees to indemnify, defend and hold harmless the Board, its members, employees, volunteers and agents, and each of them, from any and all claims, causes of action, loss, liability, damages or costs they may incur, including reasonable attorney fees, whether caused by the negligence of, or otherwise related to, the User, its participants, and spectators access to the Facilities.
9. This Waiver of Liability, Indemnity, and Assumption of Risk Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect. The User, and the undersigned, on behalf of himself or herself, participants, spectators, heirs, and next of kin, have read the above carefully, understand its significance, and voluntarily agree to all of the terms of this Waiver of Liability, Indemnity, and Assumption of Risk Agreement.

Organization

Contact Name

Signature

Print Name

Date

Contact Phone Number