



Premises Use Information and Application

Please return all application materials to
the Office of the Superintendent

3818 State Route 41 NW
Washington CH, Ohio 43160
740-335-3010

PREMISES USE GUIDELINES

1. All requests for the use of school district premises by an outside organization must be submitted by the premises use application. Applications for the use of school district premises are available at the Miami Trace Central Office, located at 3818 SR 41 NW. Completed applications must be returned no later than 30 days prior to the date of the event. Once the application is returned, district personnel will confirm that the premises is available for use on the proposed date. Exceptions to the 30 day requirement may be granted for sudden and unexpected situations.
2. If no scheduling conflict is determined, completed applications will be submitted to the Board of Education for consideration at the next regularly scheduled business meeting. The Board of Education reserves the right to reject requests based on financial conditions, staff availability, concern for the safety and welfare of our students, care of the premises, or other just cause.
3. The approved application is considered a binding contract on the person signing the facility use agreement and is subject to the policies of the Board of Education. All physical damages resulting from the private use of school premises are the personal responsibility of the applicant. Applicant has the right to cancel the agreement within 24 hours of the event without penalty.
4. The approved applicant must submit *full* payment for the use of the premises at least three (3) business days prior to the event, in accordance with the established fee schedule. Payment is accepted at the central office only, made payable to the Miami Trace Local School District. The applicant must also provide a certificate of liability insurance, **listing the Miami Trace Local School District as an additional certificate holder**. The minimum limits for this coverage must be \$500,000 Bodily Injury and Property Damage. **Note: *The insurance requirement applies to organized groups having "membership" and spectator events. Individuals or unorganized groups such as family reunions, are exempt from the insurance requirement.***
5. Fees for the use of school premises will be calculated based upon the actual start and end times that the premises is in use for the specified event, to include set-up, tear-down, and clean-up. *The initial fee collected is an estimate only.* It may be subject to change following the actual event. The applicant may be responsible for payment of any charges exceeding the estimate. Please see the fee schedule below for a listing of the fees for premises use and staff coverage:

<u>Premises</u>	<u>Use Charge</u>
Gymnasium	\$60.00 per hour
HS Auditorium (4 hour min.)	\$60.00 per hour
HS Stadium (4 hour min.)	\$70.00 per hour day (ending before 6pm) \$100.00 per hour night (6pm and beyond)
Baseball/Softball Fields	\$30.00 per hour
Cafeteria	\$50.00 per hour
Cafeteria/Kitchen	\$70.00 per hour
Media Center	\$50.00 per hour
Classrooms	\$20.00 per hour each
Playfields/Grounds/Parking Areas	\$10.00 per hour
Employee Service Fee	\$35.00 per hour for each employee required for coverage -covers overtime cost and benefit contribution

Note: In case of a premises *emergency* after-hours, you may contact Mr. Bill Franke, Business Manager, at 614-795-0190 for assistance.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MIAMI TRACE LOCAL SCHOOL DISTRICT, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or those within my care or custody, or to any property belonging to me or those within my care or custody, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio.

5. I UNDERSTAND THAT MIAMI TRACE LOCAL SCHOOL DISTRICT WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

6. I further agree to become familiar with the rules and regulations of the School District concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

7. I also understand that I should and am urged to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Applicant

Miami Trace Local School District

REGULATIONS ON USE OF DISTRICT PREMISES

1. Person renting premises must be 18 years or older.
2. Use of school premises by outside groups shall **not** infringe upon or interfere with the regular program of the school. **NO SCHOOL FACILITY OR GROUNDS MAY BE USED PRIOR TO NOON ON SUNDAY.**
3. The organization or group must sign a HOLD HARMLESS STATEMENT and may be required to provide a CERTIFICATE OF INSURANCE from its group insurance company naming the school district as an additional insured.
4. Pets are **NOT PERMITTED** on school grounds unless they are used for instructional purposes and with permission from the appropriate administrator.
5. There shall be no alcoholic beverages, tobacco, or illicit drugs consumed on the premises.
6. Putting up decorations or scenery or moving pianos or other furniture is prohibited unless special permission is granted from the building principal.
7. Any electrical installation or arrangements must be made through the Board of Education or its designee.
8. The organization or group is held responsible for the preservation of order.
9. Activities, games, etc., declared illegal by law, or by district policy, will not be allowed.
10. The organization or group is to be responsible and pay for any damage done over and above the ordinary wear of school property.
11. If police protection is deemed necessary by school officials, it shall be the responsibility of the organization or group to provide for such service at their expense.
12. Youth organizations using the premises must be supervised by an adequate number of adult sponsors.
13. A school custodian must be on duty when any indoor premises is used and must be paid according to the prescribed school rate and school policy unless another school employee assumes that responsibility. Building keys or access fobs will not be loaned to outside groups without special permission from the Board of Education or its designee.
14. When kitchen equipment is required, a food services employee must be on duty and will be charged at the prescribed employee service fee. The use of crock pots and other warming equipment only may be exempted from this requirement.
15. The Board of Education or its representative must have free access to the entire premises at all times.
16. The right to refuse any group usage or to revoke a permit at any time is reserved by the Board of Education or its designee. If school is closed due to inclement weather, the event may be cancelled and fees returned.
17. No reservation will be completed until the application is returned, approved, and usage fee is paid, and insurance certificate (where applicable) is provided.
18. The gym may **not** be used for athletic purposes unless the participants are wearing appropriate gym shoes.
19. All properties not belonging to the school district are to be removed after the last performance or the following day after use of the premises.
20. Scheduled charges shall always prevail regardless of the organization unless waived by the Board of Education or designee for good reason.

FEE RATE STRUCTURE

Group A- No Fee Charged (exception noted below)

This would include any group that is under the direct control of the Miami Trace Local School District, or serves to *exclusively* support the students or programs of the Miami Trace Local School District. Other groups may be approved to use the facilities free of charge if they are held for the purpose of public safety or important community issues. Examples of this group would include Boosters, Parent-Teacher Associations, Student Clubs, MS and HS Athletic Teams, Public Community Meeting, or Emergency Sheltering. Miami Trace employees may use the facilities at no charge if the use is not for a profit-making purpose and serves in the interest of our community.

Group B- No Premises Fee, Employee Service Fee (where applicable)

This would include any group that is student or community centered. Participants may or may not be Miami Trace students. No admission fee shall be charged for admittance to the event. Examples of this group would be PAL groups, 4-H, Boy/Girl Scouts, Alumni Groups, Farm Bureau, Family Reunions. The employee service fee may be waived if special access privileges are approved by the Board or its designee, and the applicant agrees to supervise participants and clean-up premises before leaving property. The employee service fee may not apply if the applicant is using the premises during normally scheduled work hours for staff members and the use does not greatly impact their workload. Otherwise, the employee service fee will apply.

Group C- Premises Fee, Employee Service Fee

This would include any group that charges admission or collects a fee (or donation) for providing services. Any private group or organization that serves as a profit-making entity. Examples would include driving schools, religious services, concerts, hobby shows, expositions, company staff meetings. These groups may not use the facilities without district supervision. A Miami Trace employee is required to be on premises during the entire rental period.

<u>Premises</u>	<u>Use Charge</u>
Gymnasium	\$60.00 per hour
HS Auditorium (4 hour min.)	\$60.00 per hour
HS Stadium (4 hour min.)	\$70.00 per hour day (ending before 6pm) \$100.00 per hour night (6pm and beyond)
Baseball/Softball Fields	\$30.00 per hour
Cafeteria	\$50.00 per hour
Cafeteria/Kitchen	\$70.00 per hour
Media Center	\$50.00 per hour
Classrooms	\$20.00 per hour each
Playfields/Grounds/Parking Areas	\$10.00 per hour
Employee Service Fee	\$35.00 per hour for each employee required for coverage -covers overtime cost and benefit contribution

Miami Trace Local School District Application For Use of District Premises

APPLICANT: PLEASE COMPLETE THIS SECTION

Premises Requested: _____

Area(s)/Room(s) Requested: _____

Date(s): _____

Purpose for Premises Use: _____

Time You Will Enter Premises: _____ am/pm Time You Will Leave Premises: _____ am/pm

Organization Making Request: _____ Expected Attendance: _____

Equipment Requested/Special Room Set-Up: _____

Name and Address of Responsible Party: _____

Your Email Address (this is the best way to correspond with us): _____

Phone Number: Work: _____ Home: _____ Cell: _____

Having read the regulations and schedule of fees, I assume legal and financial responsibility for the above request. I also understand that my application approval is based upon authorization by the Board of Education, payment of fees, and proof of liability insurance (if applicable), in accordance with terms and conditions of the Miami Trace Local School District.

Signature _____ Date _____

Approved By Miami Trace SD _____

-----OFFICE USE-----

1. Bldg. Availability Confirmed (name) _____ 2. Request Placed on Board Agenda (date) _____

3. Request Approved By Board _____ 4. Applicant Contacted to Confirm (name) _____

5. Total Payment Required (\$) _____ 6. Payment Received (cash/check #) _____

*Premises Fee \$ _____ *Employee Fee \$ _____ Receipt # _____

7. Certificate of Insurance Received (date) _____

8. Staff Scheduled (names) _____

9. Notification Required To: Supr _____ BM _____ Bldg Prin. _____ Custodial _____
(check all that apply)

Food Services _____ AD _____ Maintenance _____ Energy Sp. _____