

**KANSAS CITY KANSAS PUBLIC SCHOOLS
UNIFIED SCHOOL DISTRICT NO. 500
2010 N. 59th Street, Kansas City, KS 66104**

FACILITY USAGE REQUEST AGREEMENT

Please type or write/print legibly

Please return this request form to Le'Andra Hood at leandra.hood@kckps.org
Phone: (913) 279-2229/Fax (913) 279-2085

Date of Request:	
Name of Facility Requested:	
Area(s) in Facility Requested:	
Purpose of Event:	
Date(s) of Event: (beginning & ending)	
Time (beginning & ending) of Event (INCLUDES SET-UP /CLEAN UP TIME)	
Actual Time of Event	
Estimated Attendance:	
Food Served?:	
Comments/Setup Instructions	
Permit Requested by:	
Group/Organization Name:	
Contact Name:	
Phone:	
E-Mail:	
Please check appropriate blank:	FOR-PROFIT _____ NOT-FOR-PROFIT _____
REQUESTING	Custodian: YES NO OFFICER: YES NO

Note: The above named group, person or organization agrees to indemnify and hold harmless USD No. 500, its officers, agents, servants, board members and employees from and all liability of whatever kind or nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using school facilities or property.

- **A Certificate of Liability insurance will be required, naming USD No. 500 as insured for \$1,000,000 per occurrence.**
- **Security and custodial costs will be assessed in accordance with Board of Education policy.**

The persons shown on this request must sign this form. By your signature you accept responsibility for all terms and conditions outlined in the attached Exhibit A. USD No. 500 reserves the right to cancel outside facility usage, if needed, at any time. Note: Facility Usage Agreement must be renewed every 4 months.

Date: _____ Signed: _____

Exhibit A
Terms and Conditions of
Use

1. The district shall have first priority in the use of all facilities. Request for the use of district facilities or grounds must be made in writing on a Facility Usage Request Agreement form. All requests shall be in writing and submitted to the Office of the Chief Operations Officer at least two weeks in advance of the event.
2. The use of any district facility must be in keeping with the general program of education and may not be used for commercial use or for personal or private gain, profit or promotion. Also, facilities may not be used for political meetings or promotion other than public forums sponsored by non-partisan organizations.
3. District facilities may be rented to recognized community sponsored service groups, educational groups, non-profit groups, and religious groups. Church groups may hold regular meetings/services on weekends or otherwise under special terms and conditions approved by the Superintendent of Schools or his/her designated agent. The Facility Usage Agreement must be renewed every 4 months.
4. School related groups, such as parent teacher organizations and parent clubs, that are organized primarily for the benefit of the school district, and whose primary purpose is the enhancement of the educational process of the school district, shall use the facilities at no charge for room usage, but would incur additional fees such as, but not limited to, custodial hours, cleanup fees, and security costs.
5. School buildings shall not be used for public or private parties, dances, private social activities, funerals, or garage / estate sales.
6. No rentals will be made to any private group or organization whose membership is limited by race, creed or national origin.
7. Special cooperative use arrangements for gymnasiums and swimming pools may be made with the City Recreation Department and open membership, non-sectarian youth groups specializing in physical activities.
8. The order of priority for use of school facilities shall be as follows:
 - a. District school and school-sponsored events shall always have first priority.
 - b. District school-affiliated groups and community children's groups.
 - c. Community education programs and activities.
 - d. Recreation department programs.
 - e. Non-profit community, civic, service, and religious organizations.
 - f. Community-affiliated groups and other public bodies.
 - g. Others.

9. All users will comply with all federal, state, local and board statutes, policies, regulations and ordinances including, but not limited to all fire, safety, traffic, parking and public safety requirements.
10. Permission must be granted before any district equipment is removed from the school grounds. A deposit may be requested or the requirement for the purchase of insurance for use of school equipment before it is removed from the school grounds or other district property. The deposit will be paid to the Chief Operating Officer or his/her designee and will be refunded when the equipment is returned in working order. Equipment shall be operated only by fully qualified personnel provided by the district or by qualified persons authorized by name as part of the facilities use authorization. The requester will be required to reimburse the district for the cost of qualified personnel.
11. School equipment such as chairs, tables, televisions, projectors, and other similar equipment normally available from rental agencies shall not be available for loan or lease for non-school use away from the premise or building in which it is regularly housed. Books, artifacts and other materials regularly loaned or purchased for circulation or lending by the Public Library are expressly excluded.
12. No group shall, under any circumstances, tamper with any electrical or heating controls.
13. Use of the kitchen shall require the assignment and presence of at least one regularly employed district cafeteria worker for which the user will be responsible in reimbursing the cost of to the district.
14. Any approval for the use of district facilities is subject to cancellation by the Superintendent of Schools or his/her designee without time limitations when such use conflicts with the needs and activities of the schools or is found to be in violation of the policies of the Board.
15. District reserves the right to terminate and withdraw its permit for the use of the facility at any time, if, in the district's sole discretion, such use is or will be unruly, dangerous, destructive, excessively loud or inappropriate for the facility.
16. On days when school is closed because of snow or other calamity, all authorization for facility use scheduled for that day shall be cancelled or postponed.
17. There shall be no smoking in the gymnasium or within 200 feet of any school facility, including gymnasiums, stadiums or buildings. No alcoholic beverages shall be served under any circumstances. No person shall distribute, possess, or manufacture a controlled substance in or on, or within one thousand feet of any district building, playground, athletic field, swimming pool or sponsored event. Employees, staff, visitors, guests, or invitees found in violation of this prohibition shall be denied reentry into the area for a period determined by the Superintendent or his/her designee and shall be prosecuted to the fullest extent allowed under the law (Source 21 United States Code sec. 860).
19. Approval of building use is specific with respect to the person or organization making the request and shall not be transferred.
20. A permit is not required for the principal's use of the building for such purposes as working in his/her office or holding conferences, small group meetings of faculty, parents or

students. When the building is used without the services of the custodial staff, the principal shall be responsible for the care and security of the building.

21. School sponsored activities conducted after 5:00 p.m. shall be scheduled in accord with rules established by the Superintendent of Schools.

22. Time schedules for any building or facility use shall be stipulated at the time requests are made and permission granted.

23. Non-school groups utilizing school facilities or grounds for non-educational activities shall not begin activities until school is dismissed and students have left the building unless approved in advance by the Superintendent of Schools or his/her designated agent.

24. In general, school facilities shall not be available for events after 10:00 p.m.

25. No building use for non-school related activities shall be authorized between 11:30 p.m. and 6:00 a.m., except for preparations for opening election polling places.

26. Exceptions to time limitations shall be only upon written approval of the Superintendent of Schools or his/her designated agent.

27. Buildings shall not be used by outside groups on legal holidays except in unusual circumstances and as authorized by the Superintendent of Schools or his/her designated agent.

28. All charges and fees for use of the facilities shall be determined by the district. All charges and fees are payable at least two weeks to thirty days in advance of the actual date of facility use. Any necessary work orders will be processed after receipt of fees, signed agreement and necessary insurance verification. All fees and charges for use of school buildings, equipment and other facilities shall be paid to the Board of Education in such manner as may be prescribed by the Superintendent of Schools.

29. There is a two-hour minimum scheduled use time in any single day. "Use time" is defined as all hours during which the facility is open or occupied by the group seeking the permit. Fees will be based on maximum estimated use time with no refunds for hours not used beyond the base charge period.

30. All damages or excess wear and tear on facilities or equipment shall be paid by the group to whom the permit is issued. Future use may be denied any group which fails to exercise proper care of facilities. The amount shall be determined by school officials.

31. All decorations within a facility must be in accordance with all city fire and safety regulations. Flammable materials are not to be used in the facilities. No flame producing devices, such as candles or lamps, are to be used in the facilities or on district premises. The user must agree to remove all materials and decorations at the time they vacate the facility.

32. Groups or organizations using district facilities must provide the district with a certificate of liability insurance showing coverage in the amount of \$1,000,000 and listing USD No. 500 as

an additional insured for the duration of the organization's use of the facility. The certificate of liability insurance requirement may be waived and/or reduced for the following entities, groups or organizations after consultation with the Chief Financial Officer:

- Public entities
- Building associated parent and community groups approved at the building level
- Individual/group activities not associated with recognized organizations or leagues

33. Whenever a school building is used, there shall be a custodian present to open, close and generally inspect the conditions under which building use is conducted. Exceptions shall be made only for minor and unusual situations and upon authorization of the Superintendent of Schools or his/her designated agent. Custodians shall not have responsibility for crowd or program supervision.

34. Custodians, security, nutritional services and/or other school personnel who are required to perform services in excess of normal duty schedules as a result of non-school or extra time use of school facilities shall be compensated by the Board of Education in accord with salary schedules and employment agreements. No payment shall be made directly to such personnel by the user.