

BAY VILLAGE CITY SCHOOL DISTRICT
377 DOVER CENTER ROAD BAY VILLAGE, Ohio 44140

REQUEST FOR PERMISSION FOR USE OF SCHOOL FACILITIES

(All Requests must be made two weeks prior to need for Memorial Stadium)

Organization (requesting use of the facility): \_\_\_\_\_

Individual making request:

(Please print)

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Building/Facility requested:

Auditorium Gymnasium Cafeteria Kitchen # of Classrooms Stadium\*

\*NOTE: a group could be displaced (with reasonable notice) from the stadium for any high school athletic activity that must be re-scheduled or tournament contests.

TIME EVENT ACTUALLY STARTS:

SPECIAL NEEDS & INSTRUCTIONS: \_\_\_\_\_

EXTRA NEEDS

Press Box \_\_\_\_\_ Ticket Booth \_\_\_\_\_
P.A. System \_\_\_\_\_ Rest Rooms \_\_\_\_\_
Scoreboard \_\_\_\_\_ Soccer Goals \_\_\_\_\_ Lacrosse goals \_\_\_\_\_
Concession Stand \_\_\_\_\_ Pavilion \_\_\_\_\_

Security required: \_\_\_\_\_ Field lights \_\_\_\_\_

Describe how the facility will be used (game, practice, gathering, etc.): Please be specific.

DAY OF WEEK DATE TIME OF FACILITY RESERVATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Bay Village City Board of Education (Board) agrees to make the facilities of the school district available to organizations under Board policy as authorized by law. Their use is intended primarily for auxiliary, educational, cultural, recreational, civic, social, religious or other Board-approved activities. School facilities shall not be used by persons or businesses for financial profit or other commercial purposes, or for meetings of partisan or pressure groups. The Board reserves the right to deny the use of facilities for any purpose that is not consistent with the best interest of the community or the schools, or conflicts with Board policy or any provision of law.

The Rentee agrees to comply with all of the following terms and conditions for use of the facilities described herein:

- 1. Use shall not interfere with school-related activities.
2. The Rentee's purpose for using the facilities must be strictly for a non-profit activity in which proceeds are used for public school purposes, or for approved charitable, educational, character-building, or other community welfare purposes and activities.
3. The Rentee must comply with all school district rules and must not permit the use of alcoholic beverages or drugs on school property. The use of tobacco products is prohibited.
4. If the school facility is closed during the day due to an emergency, the activity will be canceled for that day and may be rescheduled to a later date when possible.
5. The Rentee shall designate an adult representative and indemnitor to be in charge of and responsible for the program or activity. This person shall be responsible to the Board. Children shall be supervised at all times. Rentee shall be responsible to closely supervise the activities of any person, including but not limited to, its employees, agents, representatives, participants, volunteers,

**servants, members, spectators, invitees, licensees, or guests, with responsible adults at all times during the use of school district facilities. Rentee expressly understands, agrees, and acknowledges that the District shall have no obligation whatsoever to supervise the activities of any person.**

- 6. This permit shall terminate immediately, and the Rentee shall forfeit any claim or title for continued privileges under this permit, upon the Rentee's receipt of written notice by the Board or designee that damage to school facilities was caused by the Rentee, or their members or guests. The Rentee shall restore to original condition any facility, furnishings, equipment, etc. damaged by the Rentee or their members or guests. The Board or designee shall be the sole judge of any such damage or destruction of school property beyond its normal wear. The Rentee agrees to provide for such restoration or cleaning as required by the Board.
- 7. The Rentee shall provide necessary police protection to insure public safety, care of property and crowd control. The need for such protection shall be determined by the Board or designee in consultation with the Rentee.
- 8. The Rentee shall indemnify and save the Board and their agents and employees harmless from and against all claims, actions, demands, damages, or liability and costs, including attorney's fees, arising from or related to the use of the facility by the Rentee or from any act or omission of the Rentee or its officers, representatives, volunteers, invitees, or guests. The Board shall not be liable to the Rentee for any damage to or destruction of the Rentee's property or to the property of anyone claiming through the Rentee located on the school facility, nor shall the Board be liable for any inconvenience of consequential damages suffered by the Rentee as a result of fire or other casualty causing damage to or destruction of the school facility and any personal property located on the school facility.
- 9. OUTSIDE GROUPS (defined as non school affiliate groups; groups not affiliated with city recreation program; non-local groups; and other groups as determined by district administrators): As determined necessary by the Board or designee prior to the event or activity, the Rentee shall carry public liability insurance, including insurance for assumed and contractual liability, insuring its use of the facility in the minimum amount of one million dollars (\$1,000,000), single limit, in a form satisfactory to the Board. The certificate shall name the Board of Education of the Bay Village City School District as an additional named insured. The Rentee shall furnish a certificate of such insurance coverage to the Treasurer of the Board prior to the event or activity. Such certificate shall state that the insurance may not be canceled or modified without fifteen (15) days prior written notice by the Rentee to the Board.
- 10. The Rentee will reimburse the Bay Village City School District for snow plowing costs by the District's maintenance staff, if the District determines snow plowing is necessary during the Rentee's event.
- 11. **Nothing pertaining to the use of school district facilities shall be construed as creating any form of an employment relationship between the District and Rentee or between the District and the employees, agents, or volunteers of Rentee. The agents, employees, or volunteers of Rentee shall not be entitled to any rights or privileges of employment with the District.**
- 12. **Authorization for use of the facilities of the school district shall not be considered as endorsement of or approval of the activity group or organization nor for the purposes it represents. Rentee shall not publish or allow to be published any oral or written statements, communications, or advertisements stating, suggesting or implying district sanction or sponsorship of any of Rentee's activities. The Rentee must communicate and must the following statement: "This is not a Bay Village City School District sanctioned or sponsored event/activity." In a print advertisement or announcement, the disclaimer must be the same size font used to announce the location of the program.**

**Authorization for use of the facilities of the school district shall not be considered as endorsement of or approval of the activity group or organization nor for the purposes it represents. Rentee shall not publish or allow to be published any oral or written statements, communications, or advertisements stating, suggesting or implying district sanction or sponsorship of any of Rentee's activities. The Rentee shall ensure that anyone using the facilities understands that the Bay Village School District has not sanctioned or sponsored the event/activity. (In the event/activity involves minors, Rentee shall communicate with parents and/or legal guardians.) Further, any advertisement or announcement of the event and/or activities by the Rentee must include the following statement: "This is not a Bay Village City School District sanctioned or sponsored event/activity." In a print advertisement or announcement, the disclaimer must be the same size as the font used to announce the event/activity**

- 1. Rental charges made to Rentees for use of school facilities shall be in accordance with a schedule adopted by the Board, including any additional conditions described thereon.
- 2. Payment shall be made upon receipt of an invoice and shall be made payable to the Board. As determined by the Board or its designee, a deposit may be required and shall be held until the facility has been inspected.

***Signature by the Rentee's representative and Indemnitor indicates acceptance of all conditions described in this Agreement and agreement to pay the actual costs for use of the facility as estimated and presented herein.***

**Signature \_\_\_\_\_ Date \_\_\_\_\_**

**If school related, signature of principal (where the activity is originating) \_\_\_\_\_**

**For district use only:  
Tentative Approval (where needed)– Activities/Athletic Director: \_\_\_\_\_**

**COST FOR USE OF FACILITIES AND SERVICES PROVIDED AS DESCRIBED ABOVE:**

***ESTIMATED:***

Stadium Rental Fee \_\_\_\_\_

Custodial hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.  
 Maintenance\* hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.  
 Security hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.  
 OTHER \_\_\_\_\_ hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.

***ACTUAL:***

\_\_\_\_\_

hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.  
 hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.  
 hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.  
 hours \_\_\_\_\_ @ \$ \_\_\_\_\_ /hr.

**TOTAL COST BILLED: \$ \_\_\_\_\_**

\*The Rentee will reimburse the Bay Village City School District for snow plowing costs by the District's maintenance staff, if the District determines snow plowing is necessary during the Rentee's event.

**Distribution of completed form: Date**

Secretary  
 H.S. Library  
 Business  
 Auditorium  
 Cafeteria  
 Fire Dept.

Custodian  
 M.S. Home Ec. Room  
 Treasurer  
 A.D.  
 Maintenance  
 Police Dept.