

## **Forward**

The rental program of the Buckeye Valley Local Schools is provided as a community service for the purposes specified in the Ohio Revised Code. The philosophy of the Board of Education is to make facilities available to the public when such use does not conflict with the instructional or school-related activities of the schools.

The program must be operated within the framework of economically sound business principles. The fee schedule, as contained in this guide, has been established to cover the costs of operations and maintenance so that no funds are taken away from the educational program to subsidize the rental program.

The procedure and guidelines contained herein have been established to administer the rental program for the benefit of all. Your responsibility as a member of the community is to respect and protect the facilities, and to enjoy them as taxpayers and citizens of this community.

## **Procedures For Obtaining A Rental Permit**

1. Rental information and blank applications for facility permit forms should be picked up from the office of the desired facility.
2. The completed contract and a signed Hold Harmless document must be returned to the desired facility at least two weeks prior to the rental date.
3. The principal or designee may sign the contract and forward the application for a facility permit to the administration office.
4. Please note, prior to the final approval for any event by the principal or designee, each applicant must provide proof of liability insurance naming Board of Education- Buckeye Valley Local Schools as an additional insured under the policy with minimum liability limits of \$1,000,000 per occurrence. In addition, a signed Hold Harmless Clause must be submitted.

The certificate holder should read:  
Board of Education- Buckeye Valley Local Schools  
679 Coover Rd.  
Delaware, Ohio 43015

5. The district reserves the right to demand sufficient time (two weeks prior) for a full investigation, notice, and arrangements of all requests for the use of school facilities and reserves the first claim to the use of its own property. User/groups will not be granted permits for school-owned facilities when the request is for an activity involving students without adequate supervision and/or is in conflict or competition with district or community offerings.
6. The principal/designee shall clear each submitted application, taking into consideration date, time, and other arrangements, and will provisionally approve or deny the request based upon the basis of board policy.
7. All permits will be issued for specific rooms within the facility and it shall be the responsibility of the person(s) in charge to see that the remainder of the facility is not entered.
8. User/groups will be expected to enter and exit the building no earlier or later than a half-hour of the scheduled time of use unless other arrangements are made and approved. Facilities will not be rented past 10:00 p.m.
9. In no case will those who have been granted permits assign, transfer, sublet, or charge a fee to others for the use of school property.

## Rental Group Categories

The fee schedule is structured on the basis of five separate groups.

### Group I

**Definition:** a non-profit group whose activities are student-related or a non-profit community group whose benefits go to charity, community projects, or schools.

**Examples-** PTO, School Booster Groups, Inter-School Clubs, Scouts, Civic associations, Twig, Service Clubs, municipal groups, and Senior Citizen groups.

### Group II

**Definition:** a community group within the boundary of Buckeye Valley Local Schools whose benefits go to the organization or individual.

**Examples-** Religious, Civic Band/Symphony, Local Group/Business, Recreation, Vocal Groups, Theater Groups, and Local Dance Recitals.

### Group III

**Definition:** a community group whose main function is the making of profit. The Group III organization must have the main office or manufacturing facility within the boundary of Buckeye Valley Local Schools.

**Examples-** Business, Industry, and Professional Groups. Professional Groups refers to professionals such as lawyers, doctors, realtors, salesmen, engineers, etc. meeting for the advancement or in the interest of their particular profession.

School facilities are available for general meetings, employee in-service, training, or recreation. School facilities may not be used for conducting a business or raising money.

School equipment is not for rent to Group III organizations. Rental arrangements for a P.A. System may be made through the school principal.

## **Group IV**

**Definition:** A non-profit or profit-making group whose main office or manufacturing facility is not within the school district. School facilities are available for general meetings, employee in-service, training, or recreation.

**Examples-** non-profit and for-profit groups based outside of Buckeye Valley Local Schools.

School facilities may not be used for conducting a business or raising money.

School equipment is not for rent to Group IV organizations. Rental arrangements for a P.A. system may be made through the school principal.

### **Ineligible Users**

Groups or persons will not be granted permits when the request is for activities that are in conflict or competition with district programs or not authorized by board policy. The district will not approve a facility rental for gun shows or any weapon show or markets as well as any groups such as hate groups (whether or not they have stated membership limitations), hacker conventions, groups promoting plagiarism, or those that are pervasive vulgar or promote imminent lawless action.

## Use of District Facilities

The Board of Education will permit the use of district grounds and facilities when such permission has been requested in writing by a responsible organization or a group of citizens and has been approved by the principal or designee.

District grounds and facilities shall be available for the below-listed uses. When there are competing interests, approval will be given according to the following priorities:

- A. Uses directly related to the schools and the operations of the schools
- B. Uses and support groups indirectly related to the schools
- C. Meetings of employee associations
- D. Departments of agencies of the municipal governments
- E. Other government agencies
- F. Community organizations or groups of individuals formed for charitable, civic, social, religious, recreational, and educational purposes
- G. Commercial or profit-making organizations or individuals offering services for profit

The administration office shall develop administrative guidelines for the granting of permission to use district facilities including a schedule of fees which, together with the costs used to determine such fees, must be approved by the board. Such guidelines are to include the following:

- A. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by district administrative guidelines.
- B. Use of school equipment in conjunction with the use of school facilities must be requested specifically in writing and may be granted by the procedure by which permission to use facilities is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.
- C. Users shall be liable financially for damage to the facilities and for providing adequate adult supervision.

No liability shall attach to this district, or any of its employees and officers, specifically as a consequence of permitting access to these facilities.

## **Special Services**

Groups requesting custodial, food service, or auditorium personnel services may be charged at the prevailing hourly rate for school personnel.

## **Equipment Usage**

Groups requesting the use of technical equipment such as: scoreboard, P.A. System, stage lighting, or the auditorium sound system must have a trained school technician operating the equipment.

School-owned audio-visual equipment may not be used by groups renting facilities unless such equipment is specified in the contract and a qualified person is used to operate the equipment.

School equipment and furniture, including tables and chairs, are not for rent to any group for use off of school grounds.

Employees may not use school equipment for personal use or personal business.

## **Cafeteria Kitchens**

Catering services are available through the food service department. Any request for the use of kitchen facilities must:

- ~Be part of the contract
- ~Have the approval of the supervisor of foodservice
- ~Be supervised by an employee of the foodservice department

## **Auditoriums**

School auditoriums are rented for large group meetings and programs. Rental groups requesting the use of an auditorium will be directed to the high school's main office, who will then obtain more detailed information about their needs. A request to use a projection booth, auditorium sound system, and/or stage lighting equipment must be noted on the rental application. The renter is responsible for paying for the services of trained technicians to operate the equipment.

## **Gymnasiums**

School Gymnasiums are rented for large group programs, sports practices, and athletic events. The athletic director (high school and middle school gyms) and building principal must approve the use of the gym. A request to use the p.a. system or scoreboard must be noted on the rental application. If permission is granted to use the p.a. system and/or scoreboard, a Buckeye Valley Board of Education employed technician will be hired to operate the equipment. The renter is responsible for paying for this additional labor cost.

## **High School Stadium**

The rental of the high school stadium must be scheduled through the school. The athletic director and high school building principal must approve the use of the stadium. Stadium rental fees include the use of lavatory facilities and the press box. Concessions are not included as part of the stadium rental.

A request to use the p.a. system or scoreboard must be noted on the rental application. If permission is granted to use the p.a. system and/or scoreboard, a Buckeye Valley Board of Education employed technician will be hired to operate the equipment. The renter is responsible for paying for this additional labor cost.

## **Athletic Fields**

After school functions are scheduled, the fields can be rented.





## **Facility Rules and Conditions**

**Please read the following rules and conditions. The Hold Harmless Clause (last page) must be signed and returned with the application for facility rental.**

1. The Buckeye Valley Board of Education reserves the right to reject or cancel any contract or permit for any reason.
2. The district reserves the right to request payment of estimated fees in advance.
3. A \$50 deposit is required before the building will be rented. Any additional expense incurred by the school district dealing with cleanliness, damage, etc. will be deducted from this deposit. If there are no problems the deposit will be deducted from the final bill.
4. There will be a 15% penalty added to each month and every subsequent month if the final bill is not paid within one month of the final date payment is due.
5. Building rental forms must be filled out every time the building is rented, even when there is no change.
6. Facilities and space are available for reservation between the hours of 8:00 a.m. and 10:00 p.m.
7. Buildings will normally be open ½ hour prior to the activity and for ½ hour after its scheduled end unless other arrangements are requested on the application and approved.
8. The maximum length of any school rental agreement will be one year.
9. Cancellations shall be made through the building principal. In case of cancellation, the applicant will be responsible for any costs to the school district or its personnel prior to the cancellation.
10. Final payment shall be made within 30 days of receiving a final bill. Payment shall be made to the Treasurer at the Administration Office. Long-term renters may arrange monthly payment schedules.
11. Use during weekends, summer vacation, holidays, or during other vacation periods shall not conflict with building cleaning and renovating programs and will depend on the availability of building service personnel for supervision.
12. Facilities will be unavailable for rental due to maintenance work at various times of the year.
13. The Board of Education maintains the right to deny the use of facilities to any individual, group, or organization. Any unsatisfactory experience with a facility or not paying charges or fees shall be adequate grounds for refusing future applications.

14. The rental of any facility is granted on the condition that if needed for school functions on any of the dates granted, the permit holder agrees to forgo its use on such dates provided the permit holder is notified 24 hours in advance of the rental date.
15. A completed application for the facility rental form must be submitted at least two weeks prior to the date of the event.
16. The person signing the contract will be required to sign a hold harmless clause releasing the Board of Education from any liability during the rental.
17. The person signing the contract, as the responsible party for a building rental, must be present at the event.
18. In no case will those who have been granted permits assign, transfer, sublet, or charge a fee to others for the use of school property.
19. The Buckeye Valley Board of Education reserves the right to add additional regulations or restrictions at any time, either verbally or in writing, that are deemed necessary for the safety of people, protection of school property, and the general safety of the community, including the cancellation of any permit.
20. The building principal may make additional regulations governing the use of the building.
21. The permit holder agrees to abide by the state and local Code of Laws in using the facilities and to prohibit any unbecoming conduct within the facilities or on the grounds. The permit holder agrees to be responsible to the Board of Education for the proper use and care of the facilities. He/She further agrees that the character of activity will conform to that stated on the rental contract.
22. No group which limits membership in or attendance at its activities on the basis of race or color shall be allowed to rent school facilities.
23. Responsibility for enforcement of rules and regulations concerning the use of district facilities rests with the user group/organization, and any infractions of the above regulations may be grounds for refusing to grant subsequent requests for the use of district facilities.
24. Users must take reasonable steps to ensure orderly behavior and will be responsible for paying for all damages associated with their use of the facilities or equipment.
25. The applicant shall be responsible in case of loss or damage to school property as a result of the reservation.
26. Contracts will be issued for specific areas of a building. It shall be the responsibility of the applicant to ensure that the remainder of the building is not entered.

27. The permit holder/group renting the facility is responsible for providing adequate adult supervision. The building will not be open until adult supervision is present. Children, when not accompanied by parents or other adult supervision, will not be permitted in the building
28. No group is admitted without a permit, and only at the time stated and with proper supervision.
29. No unauthorized methods of obtaining funds, including any form of gambling, are permitted in district buildings or on district property.
30. The applicant shall assume responsibility for securing police protection and/or traffic control when in the school district's opinion such police attendance is necessary, with costs borne by the renter.
31. No person on district property may assault, strike, threaten, menace, or use improper, indecent, or obscene language toward a volunteer, teacher, instructor, athletic official, other employees of the schools or students, including but not limited to any person engaged in the conduct of school-sponsored activities or business.
32. Alcoholic beverages and unauthorized drugs are prohibited on school property. Violators will have their contract immediately terminated and shall be subject to disciplinary action by local law enforcement.
33. Smoking and the use of tobacco substitute products are prohibited inside school buildings. Users of facilities must comply with state and local fire and safety regulations. All users are responsible for complying with these regulations.
34. Only authorized animals, including "service animals" required for use by a person with a disability, may visit school premises at any time. The district may have a service animal removed from the school premises if the animal is out of control and the animal's handler does not take effective action to control it or the animal is not housebroken. The district is not responsible for the care or supervision of a service animal. The service animal is allowed to accompany its human in all areas the human is permitted to go.
35. Decorations must be fireproof and shall be erected and taken down in a manner not destructive to district property. Decorations are subject to the approval of the building administrator. The use of open flames, such as candles, are not permitted to be used within the district building. Nails, screws, or tape on painted surfaces shall not be used to fasten anything to the walls.
36. The use of any materials on floors or other parts of the building is strictly prohibited without specific approval in writing from the building administrator.
37. Requests for district-owned equipment are not included in the direct or indirect costs and shall be charged based on request and type of equipment. (i.e. sound and light equipment, p.a. system)

38. The use of stages, furniture, and equipment must be arranged in advance. Set-up and clean-up may be performed by members of the group using the facility, provided the responsible persons are listed on the application. Additional custodial services required for work not done satisfactorily will be paid for by the renting group. Arrangements must be made with the building administrator for use of any special or extra equipment.
39. Permits for athletic fields are not issued before 6:00 pm on weekdays and prior approval is needed if a weekend is requested.
40. Corridors, exits, and stairways must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of the audience or spectators must never stand or sit so they block exits, stairways, or aisleways.
41. Flyers, booklets, or other printed or audio-visual materials may not be distributed unless they relate directly to the activity for which the school facility is being used.
42. Non-marking gym shoes must be worn when using any gymnasium floor.
43. A request to use the P.A. system and/or scoreboard must be noted on the rental application. If permission is granted to use the P.A. system and/or scoreboard, a Buckeye Valley Board of Education employed technician will be hired to operate the equipment. The renter is responsible for paying for this additional labor cost.
44. Rental activities may be canceled on days when schools are closed because of emergency conditions or inclement weather.
45. A school custodian shall be on duty whenever a facility is being used except as exempted by the principal. The custodian will render custodial assistance in handling furniture and equipment and will be responsible for seeing that the facility or facilities are left in good order and appropriately secured after the activity is over. The custodian's overtime, including clean-up time, will be charged at the appropriate hourly rate. Food-service personnel shall be required, in addition, when kitchen facilities are requested. Any charges for school personnel shall be based on the appropriate rate of pay for persons in the respective job classification. The rates are posted on the application form. If the building is used without the services of the custodial staff, the principal or designee will be responsible for the care and security of the facility.
46. A rotational custodial schedule to help reduce the time demands on individual custodians will be developed. Custodians must find their replacement (swap time with another custodian) in the event they are unavailable on their scheduled date(s).
47. Custodial services shall include unlocking and locking the building, operation of lights and heating equipment, normal cleanup, and putting the room in order for regular use. The permit holder will be charged for custodial time incurred to restore the room(s) to a normal state.

48. The custodian may loan no school equipment unless prior approval has been obtained from the principal in writing.
49. The custodian of the building shall enforce the rules and regulations of the Board, and/or shall report infractions to the building principal.
50. Arrangements must be made with the food service manager for kitchen use, equipment, supervision, and extra help. Charges for food service personnel shall be made according to the special services fee schedule.
51. Any request for the use of kitchen facilities must be part of the contract, have the approval of the appropriate food service personnel, and be supervised by an employee of the foodservice department.
52. Any food served must be prepared by a licensed caterer, or the renter must have a temporary food license for each event, issued by the department of health. Catering services are available through the food service department.
53. Auditorium: Auditorium stage and lighting equipment shall be used only with the specific approval of the appropriate school administrator. A trained technician will be assigned to operate this equipment and will be paid for by the permit holder.
54. Gymnasium: Only gym or athletic shoes are permitted on the gym floors. Only participants with adequate supervision shall be in the gym. No food or drinks in the gym (except water for athletes).
55. Athletic Fields: Pets are not permitted on the athletic fields or in the track area.





## Buckeye Valley Local School District

Where Tradition Meets Innovation

Buckeye Valley Local School District  
679 Coover Road Delaware, OH 43015  
740-369-8735

### Building Rental Agreement

Organization Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name of person making request: \_\_\_\_\_ Contact email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Building Requested: \_\_\_\_\_ Dates Requested: \_\_\_\_\_

Time: From \_\_\_\_\_ to \_\_\_\_\_ Purpose of Rental: \_\_\_\_\_

Room(s) or Area Requested: \_\_\_\_\_

Equipment Needed: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

*As a representative of the above names group, I: 1) accept the responsibility for reimbursement to the Buckeye Valley Local School Board of Education for any damage to school property, other than normal wear, during the period of this rental agreement, as well as charges listed below. 2) understand that payment for the rental is due within one month of the invoice date. There will be a 15% penalty added to each month and every subsequent month if the final bill is not paid within one month of the invoice date.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_Yes \_\_\_No Date Approved/Denied: \_\_\_\_\_

If denied, reason: \_\_\_\_\_

## **Rental Group Fees**

(Per hour, 2-hour minimum)

<b><u>Elementary Schools</u></b>	<b><u>Group I</u></b>	<b><u>Group II</u></b>	<b><u>Group III</u></b>	<b><u>Group IV</u></b>
Classroom	\$0	\$30	\$40	\$70
Gymnasium	\$0	\$40	\$55	\$100
Multipurpose (Commons) Room	\$0	\$45	\$50	\$75
Kitchen	\$0	\$50	\$75	\$100

  

<b><u>Middle School</u></b>	<b><u>Group I</u></b>	<b><u>Group II</u></b>	<b><u>Group III</u></b>	<b><u>Group IV</u></b>
Classroom	\$0	\$30	\$40	\$70
Gymnasium	\$0	\$60	\$100	\$135
Multipurpose (Commons) Room	\$0	\$45	\$50	\$75
Kitchen	\$0	\$60	\$80	\$125
Competition Field	\$0	\$0	\$40	\$50

  

<b><u>High School</u></b>	<b><u>Group I</u></b>	<b><u>Group II</u></b>	<b><u>Group III</u></b>	<b><u>Group IV</u></b>
Classroom	\$0	\$30	\$40	\$70
Gymnasium(s)	\$0	\$60	\$100	\$150
Multipurpose (Commons) Room	\$0	\$50	\$60	\$75
Kitchen	\$0	\$60	\$80	\$125
Theater/Auditorium	\$50	\$100	\$150	\$200
Practice Field	\$0	\$40	\$65	\$80
Baseball/Softball Fields	\$0	\$50	\$150	\$300
Tennis Courts	\$0	\$10	\$20	\$45
Track	\$0	\$40	\$75	\$100
Competition Field/Stadium	\$75	\$100	\$200	\$300
Wrestling Room	\$0	\$70	\$80	\$90
Soccer Field	\$0	\$0	\$30	\$45



### **Employees Services Used**

1) Custodian fee for each hour required will be charged for hours used outside of normally scheduled work hours. If a renting organization requires more than opening and closing of the school facility, a fee, which may include custodial time and/or overtime, will be assessed.

(When a custodian is not assigned for regular duty, an additional charge per hour fee will be assessed for custodial services. Custodial costs will be based on the district's actual cost for labor and benefits.)

2) Food Service Manager or worker fee for each hour required (at a regular pay rate and/or overtime, if required).

3) Stage lighting or sound technician for the high school - fee for each hour (at pay rate).

4) The superintendent is authorized to waive rental fees for qualified non-profit organizations.

## HOLD HARMLESS CLAUSE

\_\_\_\_\_ (organization name), in consideration of the use of the facilities of the Buckeye Valley Local School District, agrees to defend, hold, harmless, and indemnify the Buckeye Valley Local School District Board of Education, its officers, members, employees and agents in both their official and individual capacities (collectively the "Board") from all liability, claims, demands, damages, or costs for, or arising out of the rental agreement, whether it be caused by the negligence of \_\_\_\_\_ (organization name), persons enjoying the use of the facility as members or invitee of \_\_\_\_\_ (organization name), the Board, or either party's agents or employees as defined in the Ohio Revised Code Section 2744.01(B), or otherwise.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date