

HAMBLEN COUNTY DEPARTMENT OF EDUCATION
REQUEST FOR USE OF SCHOOL FACILITIES

_____ for office use

FACILITY REQUESTED _____

AREA _____ CLASS _____

ORGANIZATION REQUESTING FACILITY _____

PERSON IN CHARGE _____ TELEPHONE _____

ADDRESS _____ CITY, STATE, ZIP _____

DATE(S) REQUESTED: REHEARSAL(S) _____

PERFORMANCE(S) _____ START TIME _____ FINISH TIME _____

START TIME _____ FINISH TIME _____

APPROXIMATE NUMBER OF PERSONS INVOLVED _____ ADMISSIONS/DONATIONS CHARGED _____

DESCRIPTION OF PROPOSED USE _____

SERVICES REQUIRED

SPECIAL INSTRUCTIONS

FACILITY USE CHARGE \$ _____
CUSTODIAN \$ _____
TECHNICIAN (LIGHTING) \$ _____
PIANO \$ _____
OTHER (_____) \$ _____
TOTAL CHARGES \$ _____

REHEARSAL(S) _____
PERFORMANCE(S) _____
OTHER _____

All non-school users of school property must, as a condition precedent to securing a use permit, assume full liability for any and all personal injuries arising from the use of the facility for the period covered by the facility use agreement.

I (We) agree that claims for breakage, or loss of equipment, or damages of facilities will be met by the licensee.

SIGNATURE OF APPLICANT _____ DATE _____

SUPERVISOR OF BUSINESS
SIGNATURE OF APPROVAL _____ DATE _____

DIRECTOR SIGNATURE OF APPROVAL _____ DATE _____

BUSINESS OFFICE USE ONLY:

COPY OF APPROVAL TO: _____ Supervisor of Business (original) CLEARED WITH SCHOOL _____
_____ Building Principal SENT TO SCHOOL _____
_____ Building Custodian MAILED _____
_____ Head Basketball Coach (if gym)
_____ Food Service Supervisor (if cafeteria)
SECURITY DEPOSIT: \$ _____
DATE PAID _____
DATE RETURNED _____

Please sign all copies and return to: Supervisor of Business, Hamblen County Schools
210 East Morris Boulevard, Morristown, TN 37813

**HAMBLEN COUNTY DEPARTMENT OF EDUCATION
FACILITY USE AGREEMENT**

The Hamblen County Board of Education grants to _____

a license to use the facility described in the "Request for Use of School Facilities" filed with the Hamblen County Department of Education. In granting this use of the facilities, it is agreed as follows:

1. The requesting organization or individual acknowledges receipt of the following documents pertaining to the use of school facilities: Request for Use of School Facilities, and School Board Policy EBH which includes general regulations, procedures for securing permits, custodial services policy, classification of types of use, and fee schedule for facility use. The use of the facility will be in all things subject to the policies and procedures of the board and requirements set forth in the above mentioned documents.
2. Alcoholic beverages will not be consumed or brought into the facility, and smoking will be limited to those areas specifically approved for that purpose.
3. The requesting organization or person acknowledges that they have had the opportunity to inspect the premises, and they further acknowledge that no representation has been made by the board, or any of its representatives, as to the suitability of the facility for any particular use.
4. As a condition precedent to the grant of the license to use these facilities, all nonschool users agree to assume full responsibility and liability for any personal injury or property damage incurred or resulting from the use of the facility during the period covered by this use agreement. The individual or organization requesting use of the facility will indemnify and hold the board (and, if they have any interest in the facilities, Hamblen County, Tennessee, and the City of Morristown, Tennessee) harmless from any loss or claims sustained by the board as a result of the individual or organization's use of the facility, except for such loss or claim as may be due solely to the negligence of the board. The board may, at its option, require the requesting person or organization to post a bond or other form of security sufficient, in the judgment of the board or its designee, to protect the board against such losses.

HAMBLEN COUNTY DEPARTMENT OF EDUCATION

Date: _____

BY: _____
(Signature)

REQUESTING PARTY (Please Print/Type)

Date: _____

BY: _____
(Signature)

**HAMBLEN COUNTY DEPARTMENT OF EDUCATION
INDEMNITY AGREEMENT**

This agreement made and entered into by and between _____
(hereinafter "RESPONSIBLE PARTY") and the Hamblen County Board of Education (hereinafter "BOARD").

WITNESSETH:

The following recitals are deemed necessary as antecedents to this agreement:

RESPONSIBLE PARTY has requested use of facilities owned and maintained by BOARD;

BOARD is willing to permit use of such facilities, provided that the BOARD is adequately and appropriately indemnified against any loss or claim for loss which may be occasioned by said use of its facilities;

RESPONSIBLE PARTY is willing to solely indemnify and protect the BOARD from claims or losses.

Now, therefore, in consideration of the foregoing and in consideration of the BOARD's permitting the use of its facilities, the following agreement is made:

1. BOARD will permit RESPONSIBLE PARTY to use the following described property:

2. Said use will be permitted on the _____ day of _____, _____, between the hours of _____ and _____.

3. The undersigned acknowledge that they have received a copy of the BOARD's policy concerning the use of its facilities, and they agree to be bound by such policy and the rules and regulations imposed by the BOARD.

4. The RESPONSIBLE PARTY agrees to be responsible for all damage sustained by the BOARD's facilities during the use of the facilities by the RESPONSIBLE PARTY, and the RESPONSIBLE PARTY further agrees that they will be responsible for any claims or demands made against the BOARD arising out of or associated with the use of the BOARD's facilities.

5. The undersigned RESPONSIBLE PARTY acknowledges that they have unencumbered assets with a value of at least \$150,000.00 and the RESPONSIBLE PARTY agrees to indemnify and hold the BOARD harmless from any claim, demand, loss, or claim for loss, whether to person or to property arising out of the use of the BOARD's facilities by RESPONSIBLE PARTY. Said indemnity specifically includes, but is not limited to, damage to the property of the BOARD or claims against the BOARD for injuries to persons or property, including claims for damages, costs, or judgments.

6. The RESPONSIBLE PARTY's limit for liability under this agreement will not exceed the sum of \$150,000.00 exclusive of costs, expenses, and attorneys fees which will be in addition to the amount indemnified and which will be payable by the undersigned RESPONSIBLE PARTY.

This the _____ day of _____, _____.

RESPONSIBLE PARTY

BY: _____ Organization Name

Authorized Signature

HAMBLEN COUNTY BOARD OF EDUCATION
BY: _____

Authorized Signature

HAMBLLEN COUNTY DEPARTMENT OF EDUCATION
210 EAST MORRIS BOULEVARD
MORRISTOWN, TENNESSEE 37813

COMMUNITY USE OF SCHOOL FACILITIES AND EQUIPMENT

COMMUNITY USE OF SCHOOL PROPERTY

EBH

On the approval of the director of schools, community groups will be permitted and encouraged to use school facilities for the purpose of education, recreation and entertainment when such uses will not interfere with the school program. Detailed policies and procedures for community use of school facilities will be approved by the board of education on recommendation of the director of schools. Charges will be made according to the schedule of fees approved by the board of education (EBH-Exhibit 1). Private business and industrial firms will not be granted the use of school facilities for direct and private commercial purposes.

School equipment may be loaned to responsible community groups for worthy educational, civic or charity purposes when:

1. the group borrowing the equipment agrees to accept responsibility for repairing or replacing any equipment damaged or lost while in its possession; and
2. the equipment is not unusually expensive or also subject to easy damage; and
3. the equipment is in good condition; and
4. the group will provide a competent operator for any machine loaned.

GENERAL REGULATIONS

1. Activities officially sponsored by the Hamblen County school system in all cases will have first priority on the use of school facilities. No community use will be scheduled at a time and in a manner to interfere with school use.
2. Community groups using school facilities are responsible for proper supervision of their activities, for observance of all fire and safety regulations, for adequate police protection, and for payment for any damage to school property through their use. The board of education accepts no responsibility for loss of personal property or liability for injury to persons or property involved in community use of school facilities, absent a show of negligence. All nonschool users of school property must, as a condition precedent to securing a use permit, assume full liability for any and all personal injuries arising from the use of the facility for the particular period covered by the facility use agreement.
3. All functions will end no later than 11:30 p.m., and all occupants must be out of the building by 12:00 midnight, unless special permission is granted.
4. The school system reserves the right to cancel community use without liability to the board of education.

5. Organizations that find it necessary to cancel permits must notify the proper representative in the office of director of schools 48 hours in advance.
6. Alterations to school facilities--including attaching of decorations and displays to walls, floors, and equipment-- are prohibited, unless special permission has been secured. Also prohibited are construction on school property and installation of special facilities (electrical, lighting, and so forth). In all instances where special permission is granted, work must be approved by the maintenance supervisor of the Hamblen County school system.
7. Permission for church use of school facilities to conduct religious services will be granted only in emergency situations and on a temporary basis.
8. The policy of the board of education prohibits the use of school facilities for youth social clubs or youth groups that are not organized under regular and continuing adult supervision.
9. Night rental for school auditoriums will be on an intermittent basis only. No nonschool group using an auditorium may do so on a regular basis (that is, every Tuesday night); however, this should not be interpreted to eliminate the granting of permits for use on several consecutive nights.
10. Only the facilities assigned to the group are to be at their liberty.
11. A definite time for entry and exit will be established with the person requesting the use. No other times will be honored.
12. The board reserves the right to refuse the use of any facility to any group or individual when the purpose is deemed not in the best interest of community development or educational purposes in general.

PROCEDURES FOR SECURING PERMITS

Community groups interested in using facilities will have a responsible, designated member of the group make a request at the office of the supervisor of business. Such requests should be made a least one week in advance. The request must include the purpose of the meeting, the time of use, and the facilities and equipment to be used. All groups--school, school-related, and nonschool--must submit applications on standard application forms supplied by the central office when a facility is to be used at night, weekends, holidays, or during the summer months.

Specific steps to be followed are:

1. If the request can be granted under the policies of this bulletin, a person authorized by the director of schools will issue a written permit indicating the facilities to be used and the charges to be made (EBH-Exhibits 2 and 3).

2. One copy of the permit will be given to the organization's representative, one copy will be filed in the business office, one copy will be sent to the school to be used, and one copy will be sent to the supervisor of maintenance and school custodian.
3. The required fee may be paid at the time the permit is issued, but in no case later than 10 days after the use of the facility.

CUSTODIAL SERVICES

At least one school custodian, designated by the principal, will be employed during the period in which a community group is using the school facilities. This custodian will be in addition to the regular work crews assigned to the building. If the services of more than one custodian are required, it will be stated on the permit and additional charges will be made at the time the permit is issued. Custodians will be paid time and half for all time over 40 hours per week.

Specific responsibilities of the custodians are:

1. The custodian will require the user to present him with a copy of the permit prior to permitting use of the facilities.
2. After usage the custodian will prepare the facilities for school use the next day.
3. Alterations approved by the school maintenance department will be supervised by the custodian in charge unless he is given other instructions by the maintenance supervisor.
4. The custodian designated by the principal will be in charge when a community group is using the facilities.

CLASSIFICATION OF TYPES OF USE

Class I School and School-related Organizations

No charges normally will be made to school connected or school sponsored organizations whose activities are directly related to school purposes, to nonprofit community groups whose exclusive purpose is to serve the children youth of the county and to agencies of the city and county government for occasional meetings.

Organizations whose activities usually are included in Class I are as follows:

1. School affiliated athletic and intramural teams, clubs, etc., when properly supervised by adults and approved by the principal
2. Parent Teacher Associations
3. Hamblen County Education Association
4. Athletic Booster Clubs
5. Band Booster Groups
6. Boy Scouts
7. Girl Scouts

8. Brownies
9. Cub Scouts
10. City of Morristown
11. Hamblen County
12. Hamblen County Election Commission
13. School Adopters
14. Walters State Community College

When school related organizations use facilities when no staff members are present or when custodians are not scheduled to be in the building, appropriate charges will be made to assure that a custodian is on duty.

When the nature of the activity requires a significant amount of custodial time and supervision, such as athletic events and performances in the auditorium, custodial personnel in addition to the regular work crews will be employed and paid at the rate of time and a half for all services in excess of 40 hours per week.

School related organizations may use school equipment if prior arrangements are made in advance with the principal.

Class II Nonprofit Community Groups Offering Programs That Benefit and Enrich the Community

A charge sufficient to cover costs of custodians and utilities will be made for use of school facilities by nonprofit civic and cultural organizations when the activities involved are open to the public and when any admission charges are solely for the purpose of supporting and extending the community services of the organization. Charges for this type of use are listed on the attached sheet. If special services, equipment or extra custodial services are required, appropriate charges will be made.

Organizations whose activities usually are included in Class II are as follows:

1. Civic Clubs
2. League of Women Voters
3. Theatre Guild
4. Federated Women's Clubs
5. United Fund of Hamblen County

Class III Other Types of Activities Sponsored by Community Groups

When a community group sponsors activities for the education, recreation, or entertainment of its members only--dances, receptions, etc.--the activities will be included under Class III. Charges for this type of use are listed on the attached sheet.

When school facilities are used for Class II and Class III purposes and concessions are sold by organizations affiliated with the host school, the cost for utilities, custodial and rental fees may be paid out of profits on concessions. However, if it is anticipated that there will not be sufficient profits from concessions after the cost of utilities and custodial and/or rental fees are deducted, additional fees may be charged.

Amended 12/17/01

Amended 01/19/10

HAMBLEN COUNTY DEPARTMENT OF EDUCATION
 FEE SCHEDULE FOR FACILITY USE

CLASS I.- SCHOOL AND SCHOOL-RELATED GROUPS

No charges will be made for Class I except when the use of facilities by nonschool groups in this classification involves overtime pay for school custodians. Custodial cost will be figured at time-and-a-half.

CLASS II * - NONPROFIT GROUPS

FACILITY

** Auditorium (high school and cafeteria)	
Rehearsal and Performance	\$ 100.00 per use
Piano	25.00 per use
Sound (a sound system may be provided on request)	
Lighting Service (must be arranged with school principal)	50.00 per use
Gymnasium (high school)	100.00 per use
TSSAA-sponsored tournaments when home school is not host	100.00 per tournament
Gymnasium (middle and elementary school)	75.00 per use
Classrooms	10.00 per hour
	Custodial cost will be figured at time-and-a-half

CLASS III * - OTHER COMMUNITY GROUPS

FACILITY

* Auditorium (high school and cafeteria)	\$ 125.00 per use
Piano	25.00 per use
Sound (a sound system may be provided on request)	
Lighting Service (must be arranged with school principal)	50.00 per use
Gymnasium (high school)	150.00 per use
Gymnasium (middle and elementary school)	125.00 per use
Classrooms	15.00 per hour
	Custodial cost will be figured at time-and-a-half

* Class II and III rates are based upon use for four hours. Any use of facilities for less than four hours will be considered as a special request for requesting groups.

** A damage deposit of \$500.00 is required prior to approval for use of auditoriums and is refundable if no damage is detected following use.