

**KOHLER SCHOOL DISTRICT  
FACILITIES REGULATIONS AND USE FORM**

GENERAL

- 1) Users shall maintain District property in a neat and orderly condition at all times. The user organization assumes all responsibility and liability for the use of District property, including personal injury to a patron or participant. The organization will be charged for any damage to, or loss of, District property.
- 2) Organizations using District facilities are restricted to the space and hours listed on their facility use application.
- 3) The user organization agrees to indemnify and hold harmless the District from any and all claims and actions arising from its use of the District facilities including the payment of attorneys' fees and costs which may be incurred by the District in defending any such claims or actions. The organization shall indemnify the District for any cost which the District may become liable for by reason of a conflict of scheduling at the same time and place.
- 4) The user organization shall be fully responsible for all loss or damage to District property, including property of students and employees.
- 5) The District reserves the right to request payment of estimated fees in advance.
- 6) Smoking, alcoholic beverages, and controlled substances will not be permitted on District property at any time.
- 7) The user organization shall not permit any unlawful or illegal act(s) to occur on the premises and shall at all times obey all applicable federal, state, and local, laws ordinances, codes and other regulatory measures including rules and regulations pertaining to District premises imposed by the District.
- 8) Gambling of any kind is prohibited.
- 9) Decorations must be fireproof and are to 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, is permitted only with written permission from the fire marshal.
- 10) 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.
- 11) 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.
- 12) Use of Ebben Field see [Ebben Field Application Form](#).
- 13) Use of stages, furniture, and equipment must be arranged for 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 using group. Arrangements must be made with the building administrator for use of any special or extra equipment. Extra compensation paid employees for moving, operating, or supervising special or extra equipment will be charged to the user organization.
- 14) Use during summer vacation, on 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.
- 15) 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 after the activity is over. The District reserves the right to charge the user organization for the custodian's time.
- 16) All areas must be left in cleaned condition. Cleaning charges may be assessed if the section(s) of the building used is not left in proper order.

- 17) Corridors, exits, stairways and fire lanes must be free of obstructions at all times. Exits are to be lighted when facilities are in use. Members of audience or spectators must never stand or sit so they block exits, stairways, or aisle ways.
- 18) No flyers, booklets, or other printed or audio-visual materials may be distributed unless they relate directly to the activity for which the school facility is being used.
- 19) Playground facilities may only be used by elementary age youth nor shall any person be allowed on playgrounds after dark.
- 20) Skateboards and other like equipment which constitutes a safety hazard to students shall not be allowed on District premises at any time.
- 21) The user organization shall not display or erect any lettering, sign, or advertisement in or on the District premises without prior consent of the District.

INSURANCE

- 1) The District assumes no responsibility or liability for injury to persons or damage to, or loss of, property from any cause whatsoever during such times the school facilities and/or equipment is being used by the user organization.
- 2) The user organization shall maintain insurance for the entire term of the agreement, including comprehensive general liability, bodily injury, property damage, worker’s compensation.
- 3) Such insurance shall name the District as an additional named insured party.
- 4) The applicant shall maintain for the entire term of the agreement the following types and amounts of insurance and provide the District a certificate of insurance to verify such coverage.

| <u>TYPE</u>   | <u>MINIMUM AMOUNT</u> |
|---|-----------------------|
| Comprehensive general liability and bodily injury/property damage | \$1,000,000 CSL       |

SUPERVISION OF RENTED FACILITIES

- 1) Responsibility for enforcement of rules and regulations concerning use of District facilities rests with the user organization, and any infractions of the above regulations may be grounds for refusing to grant subsequent requests for the use of District facilities.
- 2) Each group requesting the use of District facilities must indicate an individual, satisfactory to the administrator in charge of the building, who will serve in a supervisory capacity during the use of the District facilities.
- 3) Supervisors are responsible for the enforcement of all rules, regulations and procedures regarding the use of District facilities.
- 4) The District reserves the right to appoint a District representative to remain onsite during the rental period and charge the sponsoring group. This District representative will not serve to replace or perform the required duties of the user organization’s supervisor.

## GROUP CATEGORIES & FEES

Group 1: Kohler School District Entities - No Fees

Group 2: Kohler School Affiliated Groups - No Fees

- A. Feeder athletic programs (100% Kohler students)
- B. Kohler Basketball Club
- C. KLC Football
- D. Kohler Soccer Club
- E. Kohler Booster Club
- F. Kohler School Friends
- G. Kohler School Foundation
- H. Kohler Kare

Group 3: Kohler Community-based Groups - No Fees

- A. Village of Kohler Recreation Department
- B. Kohler Company
- C. Kohler Boy Scout Troop
- D. Kohler Girl Scout Troop
- E. Kohler Civic Groups
- F. Kohler Athletic Club Teams (75% Kohler Students)

Group 4: Non-profit/For-profit Groups – [Facility Usage Fee Schedule](#)

- A. Select Athletic Teams
- B. Private Companies
- C. Third Party Athletics and Activities run through the Village of Kohler Recreation Department

FACILITIES USE INFORMATION

Purpose/Activity \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Email \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Daytime Phone \_\_\_\_\_  
 Facility Request

|                 |       |                                  |       |
|-----------------|-------|----------------------------------|-------|
| <b>BUILDING</b> |       | <b>EBBEN FIELD</b>               |       |
| Gym #1          | _____ | Athletic Field - Natural Field   | _____ |
| Gym #2          | _____ | Athletic Field - Synthetic Field | _____ |
| Gym #3          | _____ | Track                            | _____ |
| Event Lobby     | _____ | Press Box                        | _____ |
| Cafeteria       | _____ | Restrooms                        | _____ |
| Kitchen         | _____ | Stadium Lights                   | _____ |

Date(s) of Use \_\_\_\_\_ Expected Number of Participants \_\_\_\_\_  
 Event Date \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_  
 Setup Date \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_  
 Take down Date \_\_\_\_\_ Start time \_\_\_\_\_ End time \_\_\_\_\_

Additional requests or information:

| <b>FOR DISTRICT USE ONLY</b> |       |    |                   |                |    |
|------------------------------|-------|----|-------------------|----------------|----|
| Certificate of Liability     | YES   | NO | Keys Required:    | YES            | NO |
| Fee Required:                | YES   | NO | Custodian Needed: | YES            | NO |
| Key #'s Assigned:            | _____ |    | Keys issued:      | Initials _____ |    |
| Fee Total:                   | _____ |    | Keys returned:    | Initials _____ |    |
| Fee Received:                | _____ |    |                   |                |    |

APPROVAL

\_\_\_\_\_  
 Name of User Organization

\_\_\_\_\_  
 Signature of User Organization      Date

\_\_\_\_\_  
 Name of Administrator

\_\_\_\_\_  
 Signature of Administrator      Date