

**KETTERING CITY SCHOOL DISTRICT**  
**3750 Far Hills Avenue**  
**Kettering, Ohio 45429**

**Trent Arena Offices**  
**(937) 499-1458**  
**(937) 499-1516**

**Application and Agreement for Use of Trent Arena**

**Instructions:** Complete and return this form to Matt Wahrhaftig, Trent Arena General Manager, for approval.

**Note:** According to law, the Board of Education shall, upon request and payment of the rental fee, subject to such regulations as may be adopted by such Board, permit the use of school property for any purpose authorized by law, including by responsible organizations when not in actual use for school purposes for any educational, religious, civic, social, and recreational purpose as promotes the welfare of the community; provided such meetings and entertainments shall be nonexclusive and open to the general public.

All requests for the use of Trent Arena shall be made in writing to the Arena General Manager. Upon receipt of such request, the Arena General Manager shall review the application and grant or deny such application in accordance with State law, Board policy and/or any and all applicable administrative regulations. All applicants shall be at least eighteen (18) years of age. Applications may be approved for use of the Trent Arena based on the following priority:

1. School curricular activities and extracurricular activities;
2. School related organizations: PTA, booster clubs, scouting groups, and all youth programs co-sponsored by the Kettering City School District.
3. Nonprofit community organizations: Service clubs, churches, or any Ohio nonprofit corporation with an affiliation to the Kettering City School District.
4. Other nonprofit groups without affiliation to the Kettering School District;
5. Commercial groups requesting use of the Trent Arena for profit.

**FEE SCHEDULE**

Fees include arena preparation, utilities, and arena manager. Costs of custodian, security, traffic control personnel, scoreboard/operator, etc. are additional. The General Manager shall determine the amount of security and traffic control personnel based upon projected attendance. Fees for use of the Trent Arena by Group 5 shall be determined by the General Manager, in consultation with the Superintendent. One-third (1/3) of the fee shall be paid as a deposit to reserve the Trent Arena, upon submission of the application. The deposit will be forfeited unless notice of cancellation is received by the General Manager at least thirty (30) days prior to the event. Fees must be paid in full no later than three (3) working days prior to the intended use.

	Groups 1 & 2	Group 3	Group 4	Group 5
Trent Arena	No charge	\$750.00	\$1,500.00	TBD
Trent Lobby				
Daily Rate (4-8 hours)	No charge	\$200.00	\$ 500.00	TBD
Hourly Rate	No charge	\$ 50.00	\$ 100.00	TBD

Date of application: \_\_\_\_\_

Name of organization requesting the facility ("Contracting Party"): \_\_\_\_\_

\_\_\_\_\_

Representative of Contracting Party: \_\_\_\_\_

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

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

Date Requested for use of Trent Arena: \_\_\_\_\_

Hours of use: \_\_\_\_\_

Brief Description of Activity: \_\_\_\_\_

Special Services or Equipment Requested:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is Intended Use Open to the Public? If not, why not? \_\_\_\_\_

\_\_\_\_\_

### **Terms and Conditions:**

1. Contracting party must show proof of \$1,000,000.00 liability insurance and must agree to name the Kettering City School District Board of Education as an additional insured under the policy.
2. If Contracting party is a nonprofit organization, it must provide proof of tax-exempt status.
3. One person should be designated by Contracting party to assume the responsibility for the conduct of all other persons in the group. That person's name, address and phone number should appear on this facilities Request Form. Requests must be made by the designated organization representative. No communications relative to the use of the facility shall be made through third-party representatives. The individual representing the contracting party shall assume full responsibility for assuring that the regulations set forth in this agreement are followed.
4. The Kettering Board of Education and its agents, employees and representatives assume no responsibility for properties left on the premises by the contracting party.
5. Contracting party is responsible for all damages to District property beyond ordinary wear and tear.
6. The Board of Education or its designees must have unrestricted access to all rooms and facilities at all times.
7. The Board of Education or its designees reserves the right to postpone or cancel the contracted event due to inclement weather or failure of the contracting party to fulfill the conditions of this contract.
8. Contracting party is responsible for payment of custodial service during and following the event. Predetermined fees for such service are available from the Trent Arena General Manager.
9. The Board of Education authorizes the Trent Arena General Manager to establish a rental fee for any use not covered by these regulations.
10. Possession and/or consumption of narcotics, alcoholic beverages, and/or drugs in and/or on school property is prohibited.
11. Smoking is prohibited on all Board of Education property.
12. No games of chance of any kind shall be permitted on school property by groups applying for use of Trent Arena.
13. The Board of Education and the Trent Arena General Manager reserve the right to assign security personnel during events at the contracting party's expense. Security personnel equal to the number assigned to similar Kettering events should be expected.
14. Full payment of rental price and related fees shall be made within ten (10) days from the date of the invoice by the Board of Education.

15. All gate help will be provided by the Contracting party.
16. Concession stand personnel will be supplied by the Fairmont Boosters, and all sales will go to that organization.
17. The agent of the Contracting party must finalize all conditions and requests three days prior to the event with the Trent Arena General Manager.
18. The Board of Education reserves the right, in the event use of a facility is required for a school event, to cancel or postpone the use granted in a permit.
19. The contracting party accepts the facilities as is and agrees to release, discharge, and indemnify, defend and hold harmless the Kettering City School District Board of Education and its agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries to persons, deaths, and damage to property arising directly or indirectly out of this agreement including but not limited to the contracting party's use of the premises and adjoining areas, including parking lots.

**Kettering City School District  
Board of Education**

**Contracting Party**

**By:** \_\_\_\_\_  
**Matt Wahrhaftig**  
**Trent Arena General Manager**

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

**Date Signed:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name and Title**

**Date Signed:** \_\_\_\_\_