

SHELLEY SCHOOL DISTRICT #60
BUILDING FACILITIES USAGE PROCEDURE

GUIDELINES FOR RENTAL OF FACILITY:

Building principals or their authorized agent will be responsible for the scheduling of their buildings, with appropriate forms and fee collections. All fees will be brought to the District Office where they will be placed in a designated maintenance and operations account.

1. Organizations shall file a written application for facility usage with the respective principal or designee, indicating the specific facility room/area, time period and date desired, the purpose of the event and the group requesting use. The district will not rent to individuals or groups who do not disclose the purpose of the rental.
2. If application is accepted, a lease agreement and appropriate liability documents stating the terms of the lease are signed. All forms require signatures of both parties. Notice of termination of any agreement by either party shall be made at least 24 hours in advance, except for weather related emergencies. In the event that any of the agreements on the part of the lessee are violated, it shall be lawful for the District to take full and absolute possession of said building and facilities rented and deny any future rental to said lessee.
3. The organization or individual must designate a responsible adult(s) to provide focused supervision of all activities reasonably expected to be conducted on the premises the entire period of use. This individual shall be responsible to see that participants and those attending the activity do not use unauthorized areas of the facility; shall report any safety concerns or property damage to the school representative; must be available to resolve any issues that arise during the event or that may be reported by school representatives; and must be sure the premises are in order and vacated as scheduled. This individual's name and contact number must be listed on the lease agreement.
4. Respect of facilities must be maintained. No functional alteration of the premises or functional changes in the use of premises shall be made without specific written consent of the District. The organization or individual must agree to pay for all damages resulting from their use of the facility. The school reserves the right to terminate a group's use of the building for refusing to compensate for damages, or to suspend a group's or individual's privileges for exhibiting undue disorder or disregard for property. School authorities reserve the right to require policemen or firemen to be present during the use of school facilities. The expense of these services would be the responsibility of the lessee.
5. Any school equipment to be used must be approved by the principal prior to its use. The person using it must be fully instructed in its operation and return it in good order.
6. School keys must remain in the possession of authorized district employees. Only rooms and equipment listed on the lease agreement may be used, unless written permission from the principal or designee is given 24 hours in advance.
7. The district will provide rubbish cans for the lessee's group to use. The leasing group should return furniture and equipment to its proper place and leave the facilities in order. Further cleanup will be done by the custodian. Arrangements must be made in advance to be sure custodial services are covered. Building principals retain the right to deny use when a custodian is not available.
8. If a kitchen is used, a district cook must be present. There will be a charge for these services.
9. If the High School Little Theater is used, the lessee will also be required to sign a Little Theater Use Agreement and hire a qualified district technician in addition to paying any other specified charges.

RESTRICTIONS AND REQUIREMENTS:

1. User agrees not to discriminate against anyone on any basis pursuant to State and Federal law.
2. Any user of school facilities shall comply with all State and local fire, health and safety laws.
3. No drugs, alcohol or tobacco will be allowed on school property and lessee shall ensure that its agents or activity participants do not enter upon or perform any services on the property while under their influence.
4. If schools close early in an emergency, all non-school activities are cancelled and district is not responsible to notify lessee.

5. School facilities may not be available during summer because of maintenance and cleaning.

TYPES OF RENTALS:

#1. **BENEFICIAL:** There will NOT be a rental charge for groups or individuals providing educational benefit to the teachers or students of the district should the meeting or activity occur when a regular custodian is available to provide security and cleaning; if not, there will be a custodial charge. If the building principal determines (at the time of application) that cleanup will exceed the scope of the regular custodian's on duty hours, there will be a custodial charge. The facility must be returned to its original condition, less normal wear and tear. Lessee is responsible for rubbish pickup and returning furniture to its original placement. **EXAMPLES:** In-service meetings, classes for credit, civic groups, Scouts, 4-H, church groups, class reunions, charities having tax-exempt status with the IRS and sporting groups for students.

#2. **PRIVATE GROUPS:** There will be a base rental fee charged when a regular custodian is available to provide security and cleanup; if not, there will be an additional custodial charge. If the building principal determines (at the time of application) that cleanup will exceed the scope of the regular custodian's on duty hours, there will be a custodial charge. The facility must be returned to its original condition, less normal wear and tear. Lessee is responsible for rubbish pickup and returning furniture to its original placement. **EXAMPLES:** family gatherings, social functions. At the principal's discretion, government groups or other agencies may be assessed the Private Group rate.

#3. **FOR PROFIT GROUPS:** These groups will be charged a commercial rate when a regular custodian is available to provide security and cleanup; if not, there will be an additional custodial charge. If the building principal determines (at the time of application) that cleanup will exceed the scope of the regular custodian's on duty hours, there will be a custodial charge. The facility must be returned to its original condition, less normal wear and tear. Lessee is responsible for rubbish pickup and returning furniture to its original placement.

LIABILITY: The Board of Trustees and all employees of the district are to be held harmless against all claims, liabilities, damages, losses, actions, or causes of action that may be sustained to persons or property resulting from the occupancy and use of school facilities or equipment.

All applicants must sign a Facility Usage Agreement and a Hold Harmless Agreement. For Profit Groups must also sign a Waiver of Liability and Indemnity Agreement and provide a Proof of Insurance Certificate for a minimum of \$500,000.

USE OF SCHOOL FACILITIES BY DISTRICT EMPLOYEES: Employees using the school facilities for commercial gain must file an application and fees will be assessed in accordance with the adopted FOR PROFIT GROUP fee schedule. A signed Facility Usage Agreement and required liability forms are expected.

Employees using school facilities for personal reasons must have prior written approval of the building principal with signed Facility Usage and Hold Harmless agreements.

**Shelley School District Building Usage Fee Schedule
Up to 3 Hours of Use**

A signed Facility Use and Rental Agreement and Hold Harmless Agreement are required for all groups.

Area	Beneficial Group	Private Group	For Profit Group
	No rental fee		
High School Gym		45.00	150.00
MS/Elem Gym		25.00	110.00
Cafeteria		25.00	90.00
Classroom		20.00	50.00
Kitchen	cook's wage	15.00 + cook's wage	90.00 + cook's wage
HS Little Theater		50.00 + 10.00/hr tech	300.00 + 10.00/hr tech

Custodial fees may apply to all groups.

- Custodian will be on duty during all events.
- If rental is outside of custodian's normal hours, all groups will pay custodial fee of \$23.00 per hour.
- If rental is during normal custodial hours but principal determines that cleanup will exceed scope of regular custodian's on duty hours, an additional cleaning fee may be charged.
- Use of a kitchen requires a district cook; charges will be \$26.50 per hour.
- If the use of the High School Little Theater requires use of the technical systems, a district certified technician must be in attendance.

**SHELLEY SCHOOL DISTRICT #60
FACILITY USE AND RENTAL APPLICATION**

A copy of the facility use procedure is attached.

PLEASE TYPE OR PRINT

I, _____ representing _____
Name Organization

Address: _____ Phone #: _____

do hereby request the use of the _____ at _____
Specify room(s) Facility

The use/rental date(s) is/are _____ from _____ to _____
(Time: fee is for 3 hour increments.)

Type of activity: _____

Person in charge _____ Phone # _____

District on-site contact _____ Phone # _____

Request to use _____ Principal's approval Yes _____ No _____
Equipment (User must be properly trained in equipment operation and return in good order.)

This application requires final approval by administrator and additional documentation: All applicants must sign a Facility Usage Agreement and a Hold Harmless Agreement. For-profit groups must also sign a Waiver of Liability and Indemnity Agreement and provide a Proof of Insurance Certificate for a minimum of \$500,000. Applicants requesting use of the High School Little Theater must also sign a Little Theater Agreement.

_____ Applicant's signature	_____ Building Principal/ Designee Signature
_____ Date of Application	_____ Date Application Accepted

USAGE PROVISIONS AND FEE ASSESSMENT: To be filled out by District.

Type of Group Requesting Usage: #1 _____ #2 _____ #3 _____
(See Procedure and Fee Schedule) (Beneficial) (Private) (For Profit) Rental Fee \$ _____

Is Custodian regularly on duty? Yes _____ No _____ (If not, custodian will be paid overtime wages for non-school related events.) Custodial Fee \$ _____

Other requirements _____
(Cook, technician, police, fire, equipment) Misc Fees \$ _____

District Official: _____ Total Fees \$ _____

Please file copies of this and any other applicable forms at the Shelley School District Office.

**SHELLEY SCHOOL DISTRICT #60
CONTRACT FOR USE OF BUILDINGS AND FACILITIES
Waiver of Liability and Indemnity Agreement**

**READ THIS DOCUMENT CAREFULLY-BY SIGNING THIS AGREEMENT,
YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES**

I, _____, an agent or officer, acting for and on behalf of

(Organization)

for and ,in consideration of the use of facilities of Shelley School District #60 located at:

(Building or Facility)

do, by this document agree, on behalf of myself and the organization which I represent, indemnify and hold harmless the School District, its employees, officers, servants, or agents, including elected or appointed officials, and persons acting on behalf of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claims or demands arising from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District arising out of the organization's use of the facilities of said school district.

THE UNDERSIGNED FURTHER AGREES:

1. To provide the School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$500,000 per occurrence. The Certificate of Insurance must also evidence coverage and name the School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement and submitted to the building principal fifteen (15) days prior to using or occupying the premises.
2. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
3. To immediately notify the School District of any conduct or circumstances which bring about injury or damage to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
4. To reimburse the School District for any and all damages or losses caused by the organization's use of the school facilities, and to promptly pay for said damages. Prompt payment shall mean within thirty (30) days of completion of the event.
5. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
6. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
7. This agreement shall be governed by the laws of the State of Idaho.
8. In the event any provisions of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this _____ day of _____, 20____ at Shelley, Idaho.

Organization

District #60 School Official

Organization Representative

**SHELLEY SCHOOL DISTRICT #60
HOLD HARMLESS AGREEMENT
FOR USE OF BUILDINGS AND FACILITIES**

**READ THIS DOCUMENT CAREFULLY-BY SIGNING THIS AGREEMENT,
YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES**

I, _____, an agent or officer, acting for and on behalf of

(Organization)

for and ,in consideration of the use of facilities of Shelley School District #60 located at:

(Building or Facility)

do, by this document agree, on behalf of myself and the organization which I represent, indemnify and hold harmless the School District, its employees, officers, servants, or agents, including elected or appointed officials, and persons acting on behalf of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claims or demands arising from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District arising out of the organization's use of the facilities of said school district.

THE UNDERSIGNED FURTHER AGREES:

1. To immediately notify the School District of any conduct or circumstances which bring about injury to persons or damage to tangible property, describing the injury or damage, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
2. To reimburse the School District for any and all damages or losses caused by the organization's use of the school facilities, and agree to promptly pay for said damages. Prompt payment shall mean within thirty (30) days of completion of the event.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
5. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
6. This agreement shall be governed by the laws of the State of Idaho.
7. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this _____ day of _____, 20____ at Shelley, Idaho.

Organization

District #60 School Official

Organization Representative

**SHELLEY SCHOOL DISTRICT #60
FACILITY USE AND RENTAL AGREEMENT**

I, _____ representing _____ agree to these conditions in order to rent the _____ at _____ The use/rental date(s) is/are _____ from _____ to _____ (Fee is for 3 hour intervals.) Type of activity is _____. Equipment approval _____

AGREEMENT CONDITIONS:

1. Upon payment and signature of this form, the District hereby leases to the Lessee the requested premises for a specified number of hours. All fees are due prior to event.
LESSEE AGREES TO PAY A BASIC RENTAL FEE OF \$ _____

2. No cleaning fee will be charged for any rental if it occurs when a regular custodian is on duty, *unless cleanup is beyond scope of custodian's hours. Hours beyond regular hours will require a fee of \$23.00 per hour.* This is in addition to applicable rental charges. The District will provide rubbish bags for lessee to use and the lessee agrees to return furniture and equipment to its proper place and leave the premises in order. Further cleanup will be done by the custodian. Should the event be scheduled on a Saturday, the lessee agrees to pay a cleaning fee of \$23.00 per hour.
LESSEE AGREES TO PAY THE ASSESSED CLEANING FEE OF \$ _____

3. *LESSEE AGREES TO PAY CHARGES ASSESSED FOR:* _____

Technician fees (for Little Theater use)	\$ _____
Cook fees (for Kitchen use) \$26.50 per hour	\$ _____
Equipment fees	\$ _____

4. *LESSEE AGREES TO* hold the District harmless against any and all claims, liabilities, damages, losses, accidents, or causes of accidents that may be sustained to person or property resulting from the occupancy and use of the above described premises by the Lessee.
 Signed Hold Harmless Agreement received and attached. (Principal/Designee Initial) _____
 For Profit Group must sign Waiver of Liability and Indemnity Agreement and provide a \$500,000 Proof of Insurance Certificate attached. (Principal/Designee Initial) _____

5. *LESSEE AGREES TO* designate a responsible adult(s)(contact) to provide focused supervision of all activities reasonably expected to be conducted on the premises the entire period of use. This designated contact person shall be responsible to see that participants and those attending the event do not use unauthorized areas of the facility; shall report any safety concerns or property damage to the school representative; shall be available to resolve any issues that arise during the event or are reported to him/her by school representatives; and must be sure the premises are in order and vacated at the end of the event.
 Contact Name: _____ On-Site Phone# _____ District Contact# _____

6. *LESSEE AGREES TO* pay for any and all damages which may occur to the property and/or facility as a result of this agreement. The school reserves the right to terminate a group's use of the building for refusing to compensate for damages, or to suspend a group's/individual's privileges for exhibiting undue disorder or disregard for property.

7. *LESSEE AGREES NOT TO DISCRIMINATE* against anyone on any basis pursuant to state and federal law.

8. *LESSEE SHALL COMPLY* with all state and local fire, health and safety laws while using the facilities.

9. *LESSEE AGREES* that no drugs, alcohol, or tobacco will be allowed on school property and shall ensure that its agents or event participants do not enter upon or perform any services on the property while under their influence.
10. This Usage Agreement is for specific rooms/areas and for specific times. If more time is needed or if other rooms/areas are needed, it is understood that prior arrangements must be made at least 24 hours in advance.
11. Any school equipment to be used must be approved by the principal prior to its use. The person using it must be properly instructed in its operation and return it in good order.
12. If schools close early, all non-school activities are cancelled and the district is not responsible for notifying lessee.
13. Notice of termination of any agreement by either the lessee or the district shall be made at least 24 hours in advance, except for weather related emergencies, or in the event any of the agreements on the part of the Lessee herein above contained are violated, then and in that event, it shall be lawful for the district to take full and absolute possession of said building and facilities rented and deny any future rental to said Lessee.

Signature Organization/Individual(Lessee)

School Official Signature

Date

Date

**SHELLEY SCHOOL DISTRICT #60
FACILITIES USAGE LITTLE THEATER USER AGREEMENT**

I, _____, representing _____
Name of Lessee Organization

do hereby agree to the following conditions for the use of the
Shelley High School Little Theater.

The use/rental date(s) is/are _____ from _____ to _____.
(Fees are for 3 hours)

Type of activity: _____

Event supervisor(s) will be _____. Contact # _____
(This person will be in charge of specifically supervising participants
and premises during event.)

CONDITIONS:

1. Lessee agrees to pay fee for lighting/sound technician from the list of approved technicians at a rate of \$10 per hour up to \$100 per event.
2. Lessee agrees to check all doors leading out of the Little Theater, including emergency access exits and workroom and dressing room exits at the end of the event.
3. Lessee shall make certain all lights are turned out in the house area, on stage and in the back dressing rooms at the end of the event.
4. Lessee agrees to manage or move the stage curtains only through the use of the pulleys or draw strings in the back of each curtain. (Pulling curtains by the fabric tears the curtains and ruins the braking system on the tracts above.)
5. Lessee agrees to completely remove any décor put up for their event. Lessee agrees not to attach any decorations to the curtains or the bars or tracks to which the curtains are attached. Other empty bars may be used.
6. Lessee agrees to take out the rubbish from the stage, dressing room, and audience areas at the end of the event.
7. Lessee agrees to remove any other props or objects brought in for the event at the end of the event so that the area is clear and empty for the immediate use by other groups the following day.
8. In the event that any of the above points of agreement are not observed, Lessee agrees to pay restitution for any costs incurred because of the violation. (Please be aware that sound, lighting, curtains, and other theater equipment can run in the thousands of dollars.)

Signature Organization/Individual (Lessee)

Printed Name

Address

Phone Number

Signature School Official

Date