

Jefferson Joint School District 251 Facility Building Use Agreement

Jefferson Joint School District No. 251 Terms and Conditions for Building Use

The Board of Trustees adopts and reviews periodically the criteria concerning non-school building use. Permission may be given for rental of facilities by non-district organizations or groups under the following conditions: (generally, school groups may schedule and use facilities without rental charge, but are subject to additional costs that pertain to specific facilities such as auditoriums)

1. **USE OF FACILITIES:** Permission may be given for rental of facilities by non-district organizations or groups under the following guidelines:
 - A. Applications requesting the use of a school facility must be presented to the building Principal at least ten (10) days in advance of the time desired and must be signed by a qualified representative of the organization desiring to use the building.
 - B. When considering facility use applications, the following should be taken into consideration:
 - i. The activity shall not interfere with the schedule of normal activities of the school or District.
 - ii. The content of the activity should be reasonably appropriate in a school setting.
 - C. The renting of school facilities will normally be on a first-come-first-served basis for eligible organizations. School related activities are a priority for building use, but must be scheduled as early as possible.
 - D. Kitchens may not be rented. Arrangements for catering may be made directly with the food service personnel.
 - E. A Building Rental Agreement must be completed and approved by the building principal and a district level administrator prior to any use of a school facility by a non-school group. Rental fees must be paid in advance. If multiple areas are to be used then the per hour rental fees will be the sum total of all applicable fees.
 - F. Lessee shall have right of access through the halls and corridors of such building, but acquires no other right in any other part of the building than the parts specified.
2. **SUPERVISION:** There must be a school district employee, approved by the school administrator, on duty for the use of all facilities within the district. As deemed necessary by the Superintendent, or his designee, additional District employees may be required to be on duty to supervise activities held in District facilities. Any additional costs incurred will be billed to the renting organization. If the buildings are to be rented at times other than Monday-Friday between the hours of 5:00 a.m. and 7:30 p.m. the renting group must pay an additional \$25.00 per hour fee to compensate the district for costs associated with paying an employee to supervise the activity. This fee may be waived if the renting organization arranges for a district employee who is approved by the school administration, and who is willing to supervise the

group. With the permission of the principal or auditorium supervisor, trained and approved light and sound technicians may volunteer their time to defray costs for the renting group.

- 3. GROUP CLASSIFICATIONS.** The following types of lessees are defined to ensure appropriate billing for usage of facilities.

Community Groups

The use of school district facilities by board recognized and approved community groups *may* be without charge. This category includes the following:

- A. Charities such as United Way, Red Cross, Cancer and Heart Associations, etc.
- B. Civic groups such as town councils, disaster and relief groups, Civil Defense, political units (water, fire, cemetery, etc.) American Legion, VFW, League of Women Voters, etc.
- C. Education groups such as universities, vocational colleges, extension service, JCEA, alumni associations, and community education.
- D. Public service groups such as Boy Scouts, Girl Scouts, 4-H groups.
- E. Rigby Youth sports groups.
- F. Non-commercial groups or individuals whose activity directly benefits the students of Jefferson County School District #251. These groups must apply for waiver of fees status and be approved by the Superintendent or a designee prior to requesting use of district facilities. These groups must complete a Waiver of Facility Use Fee Form at the District Office and be approved prior to completing the facility use agreement and scheduling activities at any facility.

These groups may not be charged for facility use if the meeting or activities occur when a regular custodian is available to open and close the building. Should the meeting or activity be scheduled on Saturday or when a custodian is not on duty, the additional fee of \$25.00 per hour will be charged to pay for the custodian's additional overtime. The district's automated heating system schedule will not be altered for this category of rentals. It is expected that groups will leave the building clean, or the custodians extra cleaning time will be billed to the renting individual or organization.

Non-Commercial Groups

The rates charged for these rental groups are planned to be sufficient to pay operational expenses only, including extra time for custodians. Non-commercial use of district facilities are those where, (1) no funds are collected and the use is for community benefits; or, (2) funds are collected and the group is considered by the Internal Revenue Service (IRS) to be a charitable organization, with tax-exempt status.

Commercial Groups

This category applies to those individuals or organizations not specifically mentioned in the first two groups. It is recognized that rental fees for this category are full cost recovery for the School District. Prior to the executing of the contract, commercial groups will provide the district with a copy of their liability insurance that names the School District as an additional insured.

NON-PROFIT ENTITIES: With the approval of the superintendent, a portion or all of the rental fees may be waived for not-for-profit organizations that directly involve school age children in activities that

promote the goals of the school district. For-profit groups that are not charging admission for the specific event at the school may be allowed to use the facilities at the not-for-profit rate if approved by the principal and the superintendent. This policy allows for exchange agreements between the district and municipalities, the county or other non-profit or government entities

- 1. CONDITION OF PROPERTY:** All persons and groups using or renting school premises or property shall assume responsibility for all damage that occurs while said property or premises are being used or rented. The user shall pay the costs that may be incurred by the district in making needed repairs and replacements. The user shall also indemnify and hold the Board of Trustees, school district employees, and the school district, harmless from any liability arising from any injury or property damage resulting from or in any way arising out of the use of school facilities by persons or community organizations. Unsupervised children must not be permitted in the buildings. Specific areas of the building to be used must be identified and other areas will be off limits. The group will be responsible for proper care of the building, equipment, and any other used facilities. All areas accessed by the group must be returned to the condition that existed when the group began the activity. Costs to the district to return the school facility to a “pre-use” condition will be passed on to the lessee in the final rental charge. The lessee is responsible for paying for any damages or excessive wear caused to school facility used.
- 2. SCHOOL EQUIPMENT AND SERVICES:** Scheduling of additional equipment and services must be done at the time of the execution of this contract with the building principal and arrangements to pay any additional needed staff or equipment will be the responsibility of the lessee. Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedures which permission to use facilities is granted. The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use. Where rules so specify, no items of equipment may be used except by a qualified operator. No District equipment shall be removed from the premises for use by non-District personnel unless otherwise provided for in policy.
- 3. EMPLOYEES & AGENTS OF RENTER:** All personnel, if any, employed by Lessee, are employees of the Lessee and are in no way employees or agents of the Lessor. None of the benefits of employment provided by Lessor to its employees, including, but not limited to, worker’s compensation and unemployment insurance, are available from Lessor to Lessee or any of its employees or agents. Lessee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required with respect to Lessee’s employees and agents, if any. Lessee will be solely and entirely responsible for his acts and for the acts of Lessee’s agents and employees by reason of the use of the leased premises.
- 4. INSURANCE:** The Board may require facility users to carry a commercial general liability insurance policy with a minimum limit of \$1,000,000 per occurrence. A Certificate of Insurance for the policy, naming the District as an additional insured by an insurance carrier licensed to do business in Idaho may also be required along with the facility use request. The Board reserves the right to increase the required insurance coverage on any event. Lessee shall provide proof of insurance to the District prior to use of the referenced property. Lessee agrees to maintain a worker’s compensation insurance policy. Those organizations not required to provide a certificate of insurance will be required to sign the Hold Harmless Agreement.
- 5. RIGHT OF REFUSAL:** The use of school facilities will be denied when, in the opinion of the Superintendent or the Board, such use may be construed to be solely for commercial purposes, there is probability of damage or injury to school property, the activity creates undue liability for the District, or the activity is deemed to be improper to hold in school buildings.

- 4. INDEMINIFICATION:** Lessee agrees to indemnify and hold Lessor harmless for any liability, loss, claims, actions, or damages based upon or arising out of or in any way connected with Lessee's use of the leased premises. Lessee shall also indemnify Lessor against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required with respect to Lessee's employees, if any.
- 5. COMPLIANCE WITH LAW AND DISTRICT POLICY:** Lessee shall comply with all federal, state, and local laws, ordinances, rules and regulations. If the attention of Lessor is called to any such violation of the part of the Lessee or of any person employed or admitted to the leased premises by Lessee, Lessee will immediately desist from and correct or cause to be corrected such violation. Lessee will ensure that no alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members. Lessee will ensure no illegal games of chance or lotteries will be permitted. Lessee will ensure that adequate supervision is provided by the requesting organization or individual to ensure proper care and use of District facilities.
- 6. DEFACEMENT:** Lessee shall not injure, nor mar, nor in any manner deface the leased premises or any equipment contained in or on the leased premises, and shall not cause or permit anything to be done whereby the premises or equipment in or on the leased premises shall be in any manner injured, marred, or defaced. Lessee will not drive or permit to be driven nails, hook, tacks, or screws into any part of the building or equipment contained in the building and will not make or allow to be made any alterations of any kind to the building or equipment contained in the building.
- 7. DAMAGE TO PREMISES:** If the leased premises, or any part of the building of the leased premises, or any equipment located on the leased premises during the term of this Lease Agreement shall be damaged by the act, default, or negligence of Lessee, or of Lessee's agent, employees, patrons, or guests, Lessee will pay the Lessor upon demand such sum as shall be necessary to restore the leased premises or equipment contained in or on the leased premises to their present condition.
- 8. DISPOSAL OF TOXIC SUBSTANCES:** Lessee agrees to dispose of any and all toxic or hazardous substances used in fulfilling this agreement in accordance with federal, state, local statutes and regulations and further agrees to indemnify the District from any liability resulting there from.
- 9. LOSS OF EQUIPMENT:** All equipment entrusted to the care of Lessee or on the premises during the term of the Lease Agreement which shall become lost, stolen, or disappear shall be on the sole responsibility of Lessee. Lessee shall be responsible to pay full replacement cost of Lessor.
- 10. ASSIGNMENT:** Lessee shall not assign this Lease Agreement without prior, written consent of Lessor not allow any use of the leased premises other than as specified in the Lease Agreement.
- 11. ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination.
- 12. FAILURE TO TAKE POSSESSION:** If Lessee, being entitled to possession under this Lease Agreement, fails for any reason to take possession of or to use the leased premises without

notifying the Lessor at least 24 hours prior to the commencement of rental period, no rent refund shall be made and the full rent called for by this Lease Agreement, shall be payable by the Lessee to the Lessor, as liquidated damages, and not by way of penalty.

- 13. DAMAGE TO BUILDING:** In the event the building or any part of the building shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Lease Agreement by the Lessor impossible, this Lease Agreement shall terminate and Lessee shall pay rental for the leased premises only up to the time of such termination, at the rate specified. Lessee hereby waives any claims for damages or compensation should this Lease Agreement be so terminated.
- 14. DEFAULT:** In the event of default arising from Lessee’s failure to fully keep and perform any of the terms, covenants, and conditions of this Lease Agreement Lessor shall have, in addition to the remedies provided Lessor by this Agreement, the right to terminate this Agreement and take any action at law or in equity.
- 15. ENTIRE AGREEMENT:** This lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.
- 16. MODIFICATION:** Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each part.

Facility/Room/Service	Hourly Charge	
	Non-Commercial	Commercial
High School Gym	\$40	\$80
Middle School Gym	\$40	\$80
High School Auditorium	(see RHS performing arts guidelines*)	(see RHS performing arts guidelines*)
Middle School Auditorium	(see RMS performing arts guidelines*)	(see RMS performing arts guidelines*)
Classrooms (all schools)	\$20	\$40
High School Commons	\$40	\$80
Middle School Commons	\$30	\$60
Elementary Multi- Purpose	\$30	\$60
Administration Board Room	\$25	\$50
Custodians	\$25	\$25
Grounds/athletic facilities	At discretion of building administrator	

*The auditoriums must be scheduled with Rigby High School or Rigby Middle School.

**Application for Non- Commercial Group/
Individual Building Use Fees**

Name of Group/Individual: _____

Primary Contact: Name: _____

Address: _____

Phone(s): _____

Email: _____

Alternate Contact: Name: _____

Address: _____

Phone(s): _____

Email: _____

Reason for using facilities and how it benefits Jefferson County School District 251 students:

Documentation of non-commercial status. Explain any fees charged to students and how they are used:

I, _____, certify that the above information is accurate and that I/we are a non-commercial group.

Signature

Approved by:

Superintendent or Designee

Date

HOLD HARMLESS AGREEMENT

The CONTRACTOR/LESSEE/USER understands and acknowledges that JOINT SCHOOL DISTRICT NO. 251 normally requires all contractors/lessees/users with JOINT SCHOOL DISTRICT NO. 251 to secure certain insurance coverage evidenced by a Certificate of Insurance.

The CONTRACTOR/LESSEE/USER certifies that after diligent effort, the CONTRACTOR/LESSEE/USER has been unable to secure insurance coverage of the types and in the amounts required for this Agreement.

Therefore, the CONTRACTOR/LESSEE/USER, for himself, his heirs, representatives, successors, and assigns, in consideration of the award to the CONTRACTOR/LESSEE/USER by JOINT SCHOOL DISTRICT NO. 251, and in consideration of JOINT SCHOOL DISTRICT NO 251's agreement not to require the CONTRACTOR to secure the insurance coverage customarily required of contractor/lessee/users, covenants with JOINT SCHOOL DISTRICT NO. 251 and its successors, representatives, and assign, as follows:

1. The CONTRACTOR/LESSEE/USER covenants to save, defend, keep harmless and indemnify JOINT SCHOOL DISTRICT NO. 251, and all of its agents and employees (collectively, the "JOINT SCHOOL DISTRICT NO. 251") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from, arising out of, or in any way connected with the CONTRACTOR/LESSEE/USER'S performance of the Agreement terms or its obligations under the Agreement.
2. The terms of this Hold Harmless Agreement shall continue in full force and effect until such time as JOINT SCHOOL DISTRICT NO. 251 determines that the covenants described in paragraph 1 above, shall no longer be necessary.
3. In executing this Exhibit, the CONTRACTOR/LESSEE/USER represents and warrants that the CONTRACTOR/LESSEE/USER has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of JOINT SCHOOL DISTRICT NO. 251 described in paragraph 1, above.

Agreement is indicated by completing the following items.

Event Name and Date _____

Printed name and title of representative. _____

Signature _____

Date signed _____

District Approval by _____
Printed name Signature

Date approved. _____