

The Board of Trustees of Blackfoot School District No. 55 recognizes the capital investment the community has in school buildings and facilities and believes such facilities should be used for legitimate community purposes. This public investment in school plants and sites and the general community welfare justifies the use of school buildings and grounds by responsible organizations, associations, and civic groups for educational, cultural, civic, and recreational groups outside school hours, or when such use will not conflict with or handicap the school program.

Major operational costs while the facility is being used should be at the expense of the lessee and not the expense of the school district. Use of Blackfoot School District No. 55 facilities is offered as a service to the community and the amount charged is not designed to make money as a rental fee. These charges are for recovery of major operational costs only, unless the individuals or groups requesting use are commercial.

The Board of Trustees and all employees of Blackfoot School District No. 55 are to be held harmless against any and 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 and/or equipment.

The Board reserves the right to refuse permission for building use.



LEGAL REFERENCE:
Idaho Code Section 33-601(7)

ADOPTED: July 23, 1998
REVISED: August 25, 2005
January 15, 2015

REVIEWED: November 19, 2015

Business Procedures for Building Rental

1. Organizations desiring to use school facilities shall file a Hold Harmless/Waiver of Liability and Indemnity Agreement for such use with the respective principal of each school, the agreement will indicate the facility and the time and date desired, the purpose of the activity and the organization or group requesting such use. The district or school will not rent to individuals or groups who do not disclose the purpose of the rental. The agreement must be filed with the principal of the school prior to the time desired for use. Notice of termination of any agreement of either the lessee or the district shall be made at least 24 hours in advance.
2. Applications will be approved based upon a first in time, first in right basis. In cases of demonstrated emergency as determined by the superintendent or designee, this timeline may be waived in the sole discretion of the school district.
3. The use of school facilities on Sundays or holidays is not encouraged.
4. **With principal approval**, the use of school facilities is permitted on emergency closure days.
5. 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.
6. Respect of facilities must be maintained. Unwarranted damage from rowdiness or disregard will be the responsibility of the groups and/or individuals causing such damage. The school reserves the right of terminating the use of the building for any groups refusing to compensate for damage, or to suspend the privileges for groups and individuals exhibiting undue disorder or disregard for property.
7. When vacating the building after completion of an activity, supervisors and coaches should check the building to make sure that the doors are closed and secured.
8. The possession or use of alcohol, tobacco, or narcotics shall not be permitted at any school facility or on any property. (Board Policies 412, 551, 950)
9. Renter must provide one adult activity supervisor who will be on the premises during the entire rental period. The renter-designated supervisor shall be responsible to see that all building rental rules, regulations, and laws are adhered to by participants and those attending; any violations will be reported to the school representative who will notify school administration. The adult activity supervisor will be available to resolve any issues that arise during the event or may be reported by school representatives. (The building principal may require multiple activity supervisors.) A representative of the school district may be present on school property the entire time period whenever an authorized activity is taking place. If a custodian is needed additional charges may be levied. The district is not responsible for crowd control or any criminal activity that takes place during building rental.
10. Whenever the rules and regulations have been violated, the school, with the approval of the building principal or designee may revoke the permit to use the facilities and refuse to consider future building rental agreements.
11. All building rental agreements are for specific facilities and hours. It is the responsibility of the applicant to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled. Failure to vacate the building at scheduled time may result in additional charges and/or loss of rental privileges.
12. The district has classified user groups under "Types of Rental." The liability insurance requirement for each user group is as follows:

- a. Family/Patron Group – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement.
- b. Community Groups – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum limit of liability coverage of \$500,000* per occurrence.
- c. Non-Commercial Groups – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum limit of liability coverage of \$500,000* per occurrence.
- d. Commercial Groups – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum limit of liability coverage of \$1,000,000* per occurrence.
- e. Community Education – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement.
- f. Disaster and Emergency Use of District Facilities – None.
- g. District Staff Members – None, providing such use is to promote and improve school programs.

***Please contact the District Office for a list of possible insurance carriers.**

Restrictions

The activity conducted in the building or on the grounds shall not be harmful or cause undue wear upon the property. The use of Blackfoot School District No. 55 facilities does not prevent the board of trustees from having free access to the leased facilities at all times.

Due to the personal business conducted and the nature of the building environment, the Blackfoot School District Office located at 270 East Bridge Street will not be included in the Building Rental Agreement Procedures. No outside commercial or non-commercial use of this facility will be allowed.

The school district will not rent buildings for “Tough Guy Contests” or rock concerts because of possible property damage and/or liability issues. The district will not rent to individuals or groups who do not disclose the purpose of the rental.

Types of Rental

The following types of rentals are outlined to ensure appropriate billing for the usage of facilities.

- A. **Family/Patron Groups** – The use of school facilities by family/patron groups may be without charge for events such as family reunions. To guarantee availability, events at the Blackfoot High School must be scheduled with the Athletic Director or his/her designee.

Family/Patron Groups will submit a signed Hold Harmless/Waiver of Liability and Indemnity Agreement to the building principal.

- B. **Community Groups** – The use of school facilities by Board recognized and approved community groups **that are not for profit entities** may be without charge provided the following provisions are satisfied.
 - a. Ensure proper adult supervision.
 - b. School district equipment can only be made available under the direct supervision of a school

employee. A \$20.00 per hour fee will be charged to the user for this service.

This category includes the following:

1. Charities, such as United Way, Red Cross, Cancer, Heart, and Diabetes Associations.
2. Civic groups, such as town councils, disaster and relief groups, civil defense, political units (water, park and cemetery districts, etc.), American Legion, Veterans Association, and League of Women Voters.
3. Educational groups such as universities, vocational colleges, extension services, Blackfoot Education Association, Blackfoot Education Foundation, and Blackfoot High School Alumni for class reunions.
4. Public service groups such as city/county recreation, youth leagues, Boy Scouts, Girl Scouts, Campfire Girls, and 4-H groups.
5. Other groups that may fit into this category may ask the Board for recognition and approval.
6. Community groups will submit a signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum coverage of \$500,000 per occurrence.

C. Non-commercial Groups

Are those groups that:

1. Collect no funds and the use is for community benefits.
2. Funds are collected and the group is considered by the Internal Revenue Service (IRS) to be a charitable organization with tax-exempt status.
3. The funds collected do not accrue to any individual(s).

Non-Commercial Groups shall sign a Hold Harmless/Waiver of Liability and Indemnity Agreement. This will be submitted to the building principal along with associated rental fees prior to the event.

D. Commercial Groups

This category applies to for-profit organizations or individual(s). It is recognized the use fees under this category are profit-making for the district and shall be set a rate that is comparable to the average rent paid by commercial businesses in the community of Blackfoot. Also, commercial groups shall sign a Hold Harmless/Waiver of Liability and Indemnity Agreement. This will be submitted to building principal along with associated rental fees prior to the event.

E. Community Education

Individuals or groups that are approved and registered in the Community Education Program may use district facilities as prescribed by Community Education guidelines. Individuals or groups wishing to use buildings for private lessons fall under Community Education guidelines. (See fee schedule.)

Individuals or groups that have been approved for the Community Education Program will submit a signed Hold Harmless/Waiver of Liability and Indemnity Agreement prior to the event. The twenty percent (20%) fee is due no later than one (1) week after the Community Education class begins.

F. Disaster and Emergency Use of District Facilities

Being a public entity and organization, Blackfoot School District No. 55 will make its facilities available for shelter and other uses during times of emergency and disaster. Blackfoot School District No. 55 recognizes the nature and purpose of both Bingham County Disaster Services and American Red Cross and will cooperate in times of need.

G. Staff Use of Facilities

Staff use of facilities is authorized at no cost, providing such use is to promote and improve school programs. Such use must be reviewed and approved by the building principal.

H. Fee Schedule

FACILITY	NON-COMMERCIAL		COMMERCIAL
	Patron	Non-Patron	
Elementary Schools			
Gym	\$10/hour	\$15/hour	\$30/hour
Classrooms (each)	\$5/hour	\$10/hour	\$20/hour
Lunchrooms			
No Kitchen	\$10/hour	\$15/hour	\$30/hour
Kitchen	\$20/hour*	\$25/hour	\$30/hour
Mountain View Middle School			
Gym	\$15/hour	\$25/hour	\$50/hour
Classrooms (each)	\$5/hour	\$10/hour	\$20/hour
Lunchrooms			
No Kitchen	\$10/hour	\$15/hour	\$30/hour
Kitchen	\$20/hour*	\$25/hour	\$30/hour
Blackfoot High School			
Gym	\$15/hour	\$25/hour	\$50/hour
Classrooms (each)	\$5/hour	\$10/hour	\$20/hour
Lunchrooms			
No Kitchen	\$10/hour	\$15/hour	\$30/hour
Kitchen	\$20/hour*	\$25/hour	\$30/hour
Football Stadium, Track,	\$15/hour	\$25/hour	\$50/hour
Performing Arts Center	Rental Guidelines for Performing Arts Center		
Other Campus Areas	Administrator's discretion		
Technology Center **			
Video Conferencing	\$75-\$100 per hour (depending on Tech Support required)		
Computer Classroom	\$50 per hour		
Classroom	\$25 per hour		
Copies, Faxes	\$0.10 per page		
Community Education	80/20 Split of Receipts -- 80 to Sponsor and 20 to District		

*This fee includes the kitchen supervisor/worker

**Patron cost is negotiable in collaboration with the Superintendent of Schools.

BUILDING RENTAL AGREEMENT

School _____ Area _____

Date(s) of Use _____

Type of Group Requesting Usage:

A. Family/Patron Group _____
Name of Group Person in Charge Phone Fee

B. Community Group _____
Name of Group Person in Charge Phone Fee

C. Non-Commercial Group _____
Name of Group Person in Charge Phone Fee

D. Commercial Group _____
Name of Group Person in Charge Phone Fee

E. Community Education _____
Name of Class Person in Charge Phone Fee

F. Disaster/Emergency Use _____
Name of Entity Person in Charge Phone Fee

G. Staff Use _____
Name of Activity Person in Charge Phone Fee

Usage Provisions: See Business procedures for Building Rental Guidelines.

Signature of Principal _____
Date

Signature of Responsible Person _____
Date

**BLACKFOOT SCHOOL DISTRICT NO. 55
CONTRACT FOR USE OF BUILDINGS AND FACILITIES
HOLD HARMLESS /WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

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

I, _____, acting for and on behalf of _____
_____, for and in consideration of the use of the facilities of Blackfoot School
District No. 55, located at _____
(building or facility)

do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the School District, 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 claim or demands arising out of the use of any facility of Blackfoot School District No. 55.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the School District, its agents, employees and assigns from all manner, action or actions, cause or causes of action, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said school district.
2. 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. The amount of insurance coverage per occurrence can be modified as determined appropriate by the board.
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. To immediately notify the School District of any conduct or circumstances which bring about injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District any and all damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages. Prompt payment shall mean within thirty (30) days of completion of the event.
6. 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.
7. 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.
8. This agreement shall be governed by the laws of the state of Idaho.
9. 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 Blackfoot, Idaho.

School Official Representing District No. 55

Signature of Person Responsible

Organization