

Shoshone-Bannock School District #537

School Office 208-238-4200

PO Box 790

Fax 208-238-2628

Fort Hall Idaho, 83202

FACILITIES USE POLICY

USE OF SCHOOL GROUNDS FOR NON-SCHOOL ACTIVITIES

The various school grounds of School District No. 537 shall be available to the children and citizens of the area at times when the grounds are not being utilized for school purposes. The Superintendent of Schools may establish, at his discretion and if it is deemed necessary by him, reasonable regulations concerning the use of the school grounds within the District when they are not being used for school purposes and during non school days. The permissive use will be such as will not constitute an undue nuisance within the neighborhood or the vicinity of the school grounds.

BUILDING RENTAL POLICY AND OPERATIONAL GUIDELINES

The School Board of the Shoshone-Bannock School District No. 537 recognizes the capital investment the community has in the school buildings and facilities and believes such facilities should be used for legitimate community purposes. The public investment in school plants and sites and the general community welfare justify the use of school buildings and grounds by responsible organizations, associations and civic groups for educational, cultural, civic and recreational purposes 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 School District No. 537 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.

The Shoshone-Bannock School Board and all employees of School District No. 537 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 district facilities and/or equipment.

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

Please provide the following completed forms and additional documentation below to the superintendent or principal.

- 1. Application for Use of School Facilities**
- 2. Indemnification and Insurance Requirements for the Use of Facilities by organizations**
- 3. Certificate of insurance**

REGULATIONS

Organizations desiring to use school facilities shall file a written application for such as with the Business Office of the Shoshone-Bannock School District; the application will indicate the facility, the time, date desired and the purpose of the rental. Application must be filed with the business office seven (7) school days prior to the time of desired use. If permission is granted, a contract will then be issued. Notice of termination of any agreement of either the user or the District shall be made at least 24 hours in advance.

The use of school facilities on Sundays or holidays is not encouraged

The use of school facilities is not permitted on emergency closure days.

School related organizations, such as teachers, parent-teacher association units, alumni, clubs and other groups directly affiliated with the school will have first priority in the use of the facilities after the needs of the children are fully met.

At least one School District employee must be on hand during, the rental use of facilities.

If additional school equipment is to be used, a request must be submitted and approval granted on the initial contract. School District equipment can only be made available under the direct supervision of a School District employee.

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.

SCHOOL FACILITIES USE FEES

Type I – Shoshone-Bannock School sanctioned clubs, organizations and educational partners

Type II – Tribal departments, Non-Profit 501(c)(3) (Charitable, Religious, Educational, Scientific, Literacy)

Type III - All others, including businesses, individuals and for profit organizations.

Type of use:

Type I: Shoshone-Bannock School sanctioned clubs and organizations and educational partners.

Type II: Tribal departments, schools, community service organizations, government, education and non-profit organizations.

Type III: All others, including businesses, individuals and for profit organizations.

	Type 1	Type 2	Type 3
Gym		200.00	300.00
Gym/Weekend	200.00	400.00	400.00
Dining Facility		40.00	40.00
With Kitchen*		100.00	100.00
Class Rooms		5.00 per room	7.00 per room
Stage Rental		200.00 deposit	200.00 deposit

Total _____

*If facilities are used on Saturdays and Sundays or at such other times as custodians or cooks are not on regular duty, the costs of custodial or cooking service at the hourly rate established for overtime work shall be charged to the organization of the use of the facilities. The district will not rent to individuals or groups who do not disclose the purpose of the rental.

NOTE: THE SCHOOL DISTRICT RESERVES THE SOLE RIGHT TO SUPPLY ALL CONCESSIONS DURING LEASE PERIOD WITHIN THE SCHOOL BOUNDARIES.

Safety Plan capacity exceeds 150 people, the Lessee will be responsible for security, which will be compliant with the Sho-Ban School's Emergency Response and Crisis Management Plan.

RENTAL APPLICATION

Request Made By: _____

Organization: _____

Fee/Admission to Participate/Attend? ___yes ___no

User Category, please circle one Type 1 Type 2 Type 3

Address _____

Individual in Charge _____

Phone _____ Email _____

Purpose of use _____

Number expected to Attend/participate: _____ Number of Chaperones _____

Date(s) requested: _____ from _____ AM/PM to _____ AM/PM

Date(s) requested: _____ from _____ AM/PM to _____ AM/PM

EQUIPMENT NEEDED

- Cafeteria Tables for _____ people
- Tables _____ total
- Chairs for _____ people
- BBQ grills
- Microphones
- Podium
- TV/VCR
- Overhead Projector/Screen
- Other _____

Please submit these forms at least two weeks prior to date facilities are needed.

Clean Up Required: Renters/Users are responsible for cleaning and putting areas used back in order prior to leaving the building. The custodian or school employee on duty does not do the cleanup unless the user has requested the service for which they will be charged a fee. Custodians are there solely to unlock spaces, provide equipment that was prearranged to be used by the group, and to generally oversee the facility.

We, the undersigned, being duly authorized representatives of the above organization, have read and agreed to the rules, regulations, guidelines, and will abide by and enforce same.

Authorized Signature

Date

AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20 __, between SCHOOL DISTRICT No. 537, Bannock County, Idaho, herein called the "LESSOR", and _____. Hereinafter called the "LESSEE".

FIRST, in consideration of the payment of rent and the mutual agreement hereinafter contained, the Lessor hereby leases and demises to the Lessee the building and premises described in Exhibit "A", attached hereto and by reference made a part hereof, and for the purposes, the term and the hour stated in said Exhibit, at the total rent of \$ _____.

SECOND, Lessor also agrees to provide the Lessee such school facilities and services indicated by the school facilities rental schedule portion of Exhibit A, as part of the consideration of the lease herein.

THIRD, Lessee understands and agrees that they may not assign this lease, or sublet the premises or in any part thereof, or transfer any responsibility imposed under the terms of this lease without prior written consent of the lessor.

FOURTH, Lessee shall not make any alterations or additions to the leased premises without the prior written consent of the Lessor or the Lessor's authorize agent.

FIFTH, Lessee shall take good care of the leased premises and all fixtures and equipment and at the expiration of this lease or other termination of the term, shall surrender the premises, dexterous and equipment in as good condition as reasonable use will permit. In the event of injury or damage OT the premises, its appurtenances or fixtures and equipment by any cause, the Lessee shall immediately notify Lessor of such damage. Should the premise, or any portion thereof or any fixtures or equipment located on the premises be damage or destroyed through the negligence, neglect or fault of the Lessee, the Lessee will at its cost and expense repair and replaced all such damaged or destroyed property.

SIXTH, Lessee hereby agrees to, and by these presents does, hold the Lessor harmless against any and all claims, liabilities, damages, losses, accidents, or causes of accidents that may be sustained to persons or property resulting from the occupancy and use of the above described premises by the Lessee. Upon written demand of Lessor, Lessee will at its expense provide liability insurance with limits of \$ _____ for personal injury and \$ _____ for property damage, which policy shall name the Lessor and Lessee as beneficiaries jointly as their interests may appear.

SEVENTH, Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on the leased premises or personal property, or conflict with the regulations of the fire department on fire loss ordinances or with any insurance policy upon said leased premises.

EIGHTH, Lessee shall furnish and suitably station adequate personnel to supervise all activities reasonably expected to be conducted on the premises to particularly protect against the following.

1. Traffic of people to any part of the school building excluded, but adjoining and connected with the premises leased herein.
2. Loss or damage to the premises, dexterous and equipment provided for and leased to the Lessee by Lessor herein.
3. Injury or damage to any persons or property which may come upon or occupy or use the leased premises.
4. Safety Plan capacity exceeds 150 people, the Lessee will be responsible for security, which will be compliant with the Sho-Ban School's Emergency Response and Crisis Management Plan.

NINTH, it is mutually agreed between the Lessor and the Lessee that either party may terminate this agreement upon twenty-four hours notice, oral or in writing, in advance.

TENTH, if by reason of fire, action of elements, catastrophe, or any other cause beyond the control of the Lessor, said premises are not available for use by the Lessee for the period herein described, the Lessor shall not be liable to the Lessee for any damage, expense, or any other loss incurred as a result of such cancellation. The Lessor shall, however, refund to the Lessee any advance rental payments made by the Lessee in the event of such contingency.

ELEVENTH, in the event any of the agreements on the part of the Lessee hereinabove contained are violated, then and in that event, it shall be lawful for the Lessor to take full and absolute possession of said building and facilities rented and deny any future rental to said Lessee.

TWELFTH, this agreement shall extend to and be binding upon heirs, executors, administrators and assigns of the Lessee and upon the successors and assigns of the Lessor.

THIRTEENTH, food and soft drinks may only be served within the confines of the dining and kitchen areas.

FOURTEENTH, under no circumstances shall alcoholic beverages be brought to or drunk on the school property.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its duly authorized officers, and the Lessee has executed the same after having been duly authorized, the day and year first above written.

By _____
Lessee

By _____
Lessor

Witness

Witness