

FILER SCHOOL DISTRICT #413

SERIES 4000: COMMUNITY RELATIONS
POLICY TITLE: Facilities Use Agreement

FORM NO. 4210F3
PAGE 1 of 2

Facilities Use Agreement

Organization or Individual Requesting Facility Use: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Equipment/Services Needed: _____

Insurance and Other Special District Requirements for Use: _____

Use Charge for Services/Facilities Listed: _____

Date and Amount Paid: _____

Principal's Approval: _____ Date: _____

Superintendent's Approval: _____ Date: _____

Premises and Conditions

I. Conditions of Facilities Use—Use of District facilities is conditioned upon the following covenants:

1. That no alcoholic beverages, tobacco, or other drugs be sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members;
2. That no illegal games of chance or lotteries be permitted;
3. That no functional alteration of the premises or functional changes in the use of such premises be made without specific written consent of the District; and
4. That adequate supervision be provided by the requesting organization or individual to ensure proper care and use of District facilities; and
5. That physical distancing and all other federal, state, local, and District health measures be observed.

Rent and Deposit

The requesting organization or individual agrees to pay the District, as rent for the premises and as payment for special services provided by the District (if any), the sum of \$ _____. This shall be due _____ days in advance. The requesting organization or individual shall be

responsible for all actual damages, including costs, disbursements, and expenses resulting while it has use of the premises.

Insurance and Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the District and any of its employees or agents from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out injuries or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the District facility which are not the result of fraud, willful injury to a person or property, or the willful or negligent violation of a law.

The requesting organization or individual shall provide the District with a certificate of insurance prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility.

Non-Discrimination

The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Idaho Human Rights laws and federal anti-discrimination laws.

DATED this _____ day of _____, 20__.

Filer School District:

Requesting Organization/Individual

By: _____

By: _____

Address: _____

Phone: _____

Additional Obligations:

FILER SCHOOL DISTRICT #413

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POLICY TITLE: Community Use of School Facilities

FORM NO. 4210F2
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HOLD HARMLESS AGREEMENT FOR USE OF DISTRICT FACILITIES

Filer School District #413 (hereinafter referred to as “the District” or “District”) receives requests to cooperate with other agencies in promoting student activities by use of school facilities. Occasionally, such cooperation exposes the District to possible liability exposure. This agreement provides the District with assurance that the cooperating agency agrees to accept the additional liability risks, including but not limited to any matter relating to the COVID-19 pandemic, and to defend and hold the District harmless in case of claims arising out of the rental or use of District facilities or grounds.

1. Indemnity

_____ (*agency using district facility*) shall defend, indemnify, and hold harmless the District, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss, or damage of any kind, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of or occurring by reason of or in relation to any action or omission of the _____ (*agency using district facility*), its agents, servants, or representatives, or any occurrences, incidents, or injuries connected with the activity.

2. Liability Insurance and Damage

Prior to the activity, _____ (*agency using district facility*) shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to provide business insurance in Idaho. Said policy shall contain standard liability insuring agreements naming the District as an additional insured with _____ (*agency using district facility*). The limits of said policy shall not be less than the following amounts:

- \$ _____ for injuries to, or wrongful death of, any one person in any one accident;
- \$ _____ for injuries to, or wrongful death of, all persons in any one accident;
- \$ _____ for damage to, or loss of property in any one accident.

_____ (*agency using district facility*) shall furnish to the District a certificate of insurance at least _____ business days prior to the event/activity/meeting date. Said certificate of insurance shall show compliance with this agreement and provide _____ days prior notice of cancellation to the District.

_____ (*agency using district facility*) shall be primarily responsible to the District for any and all damage of any nature and by whomsoever caused to District property arising out of the aforementioned event/activity/meeting, but not limited to, any consequential damages the District may suffer because of loss of use of school facilities.

3. Non-Assignability

This Agreement is not assignable by _____ (*agency using district facility*) without the express and written consent of the District.

4. Miscellaneous

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement and that this Agreement constitutes the whole of the parties' understanding and may not be modified except as provided herein or by a writing signed by each party hereto. The individual signing below as an officer or a representative warrants that he or she has the actual authority to sign this Agreement on behalf of the cooperating agency.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 20__.

Cooperating Agency:

Owner:

Filer School District #413

By: _____
Authorized Agency Administrator

By: _____
Authorized District Administrator

FILER SCHOOL DISTRICT #413

**SERIES 4000: COMMUNITY RELATIONS
PROCEDURE TITLE: Facilities Use Rates Form**

**FORM NO. 4210F1
PAGE 1 of 1**

Filer School District Facilities Use Rates

Building	Classroom		Auditorium		Gymnasium		Stadium		Cafeteria		Kitchen		Parking Lot
	Hour*	Day	Hour*	Day	Hour*	Day	Hour*	Day	Hour*	Day	Hour*	Day	
Hollister Elementary School	\$50	\$150			\$50	\$250			\$30	\$135	\$40	\$180	\$40
Filer Elementary School	\$50	\$150			\$50	\$250			\$30	\$135	\$40	\$180	\$40
Filer Intermediate School	\$50	\$150			\$50	\$250	\$50	\$225	\$30	\$135	\$40	\$180	\$40
Filer Middle School	\$50	\$150	\$60	\$270	\$50	\$250	\$50	\$225	\$30	\$135	\$40	\$180	\$40
Filer High School	\$50	\$150			\$70	\$350	\$80	\$350	\$40	\$180	\$50	\$225	\$40

*Time begins when the doors are requested to be opened. Time ends when doors are locked and everyone has left the facility. A minimum of 2 hours will be charged.

**Does not include Filer School District school related events (staff in-service meetings/trainings, student body assemblies, pep rallies, student body elections, school sponsored clubs, plays, athletic or music events, boosters/PTA/PTO functions, and district athletic organizations) or interagency agreements (Filer City use, Filer Rec Department, law enforcement, firefighters, National Guard, State Department of Education, and other government agencies)

***The Superintendent may adjust the above fee schedule as needed.

Approved: 08/21/2024

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POLICY TITLE: Community Use of School Facilities

POLICY NO. 4210
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School facilities are available to the community for education, civic, cultural, and other non-commercial uses consistent with the public interest, when such use does not interfere with the school program or school-sponsored activities. Such facilities may also be used for the operation of a senior citizen center. Use of school facilities for school purposes has precedence over all other uses. Persons on school premises must abide by the District's conduct rules at all times.

Student and school-related organizations shall be granted the use of school facilities at no cost. Other organizations granted the use of the facility shall pay fees and costs. The Superintendent shall develop procedures to manage community use of school facilities, which shall be reviewed and approved by the Board. Use of school facilities requires the Superintendent's approval and is subject to the procedures.

Authorization for use of school facilities shall not be considered an endorsement of or approval of the activity, person, group, or organization nor the purposes they represent.

The administration shall approve and schedule the various uses of the school facilities. A master calendar will be kept in the office for scheduling dates to avoid conflicts during the school year. Requests for use of the school facilities must be submitted in advance of the event to the Superintendent's office.

Proper protection, safety, and care of school property shall be primary considerations in the use of school facilities. All facility use shall comply with State and local fire, health, safety, and police regulations. All individuals using school facilities shall comply with the policies of this Board.

Legal References:	I.C. § 33-601	School Property - Real and Personal Property —Acquisition, Use or Disposal of the Same
	I.C. § 33-602	Use of School Property or Buildings for Senior Citizen Centers
	I.C. § 74-604	Public Funds Prohibited
	<i>Lamb's Chapel v. Center Moriches Union Free School District</i> , 508 U.S. 384 (1993).	

Policy History:

Adopted on: 02/08/2022

Revised on: 01/10/2023 (ISBA Winter 2022 update)

Reviewed on:

FILER SCHOOL DISTRICT #413

SERIES 4000: COMMUNITY RELATIONS
POLICY TITLE: Community Use of School Facilities

PROCEDURE NO. 4210P
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Facility Use Applications

Applications requesting use of the school facility must be presented to the Superintendent or Designee at least ten days in advance of the time desired and must be signed by a qualified representative of the organization desiring to use the building.

When considering facility use applications, the following should be taken into consideration:

1. The activity should not interfere with the schedule of normal activities of the school or District; and
2. The content of the activity should be reasonably appropriate in a school setting.
3. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance;
4. The user agrees to follow all health and safety protocols outlined by the District.

The renting of school facilities will ordinarily be on a first-come-first-serve basis for eligible organizations, except that school-related activities shall have priority. The availability of the facilities shall be determined by the Superintendent or Designee, the Maintenance Director, and the Principal of the school involved. In all instances, the use of the facilities by the school will come first.

Right to Decline Use

The use of the school premises will be denied when, in the opinion of the Superintendent or the Board, such use may be construed to be solely for commercial purposes, when there is probability of damage or injury to school property, or when the activity is deemed to be improper to hold in school buildings, or if it conflicts with any federal, state, or local public health ordinance or District health policy or procedure.

Fees

The Superintendent, or designee, shall establish a schedule of fees and make additional adjustments in the fees as necessary for the use of any school facility or school grounds. Fees/rental charges shall cover costs of wages of school personnel involved and utilities. The Board will review this fee schedule annually. Fees may be waived by the Superintendent or designee in consideration of services rendered by public institutions or nonprofit organizations in direct support of public school students or staff.

Fees shall be collected prior to the rental date. The sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment. Physical damage done to school property by a renting organization shall be paid for or replaced by the renting organization to the satisfaction of the District.

Insurance Coverage

The Board may require facility users to carry a commercial general liability insurance policy with a minimum limit per occurrence of \$1,000,000. A Certificate of Insurance for the policy, naming the Filer School District as an additional insured, may also be required along with the facility use request. The Board reserves the right to require increased insurance coverage on any event.

School Equipment

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by 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 item 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. All equipment used in must be thoroughly cleaned and disinfected by the user.

Supervision

At least one District employee must be on hand, paid for by the organization when, in the opinion of the Superintendent or designee, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served, and number of volunteer helpers.

Groups who use the facilities must provide adequate supervision for participants and spectators.

Whenever a cafeteria is used, it shall be under the supervision of a school employee. The group using the facility shall reimburse the District for the salary of the employee.

No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace, or damage to property or for any purpose prohibited by law.

No access to other rooms or equipment in the building shall be permitted unless designated by agreement.

Outdoor Facility Usage

The following applies to all District outdoor facility rentals:

1. The rental group shall be responsible for the full replacement cost of any facility or equipment damage.
2. Arrangements for keys for any rented facility must be made prior to the event by contacting the Athletic Director.
3. The procedure for cancellation of outdoor events due to threatening weather and/or field conditions is as follows:
 - A. If field conditions are such that play is not recommended, the athletic director shall notify the rental group as far in advance as possible that contests must be cancelled. Practice field rental will be substituted, if possible; and
 - B. If there is rain the day of the scheduled contests, the game field rental is considered cancelled and game fields are not to be used. Questions can be answered by calling the athletic director, high school principal, or Superintendent (in that order).
4. All equipment items the rental group desires must be listed on the rental agreement.
5. Requests for night rentals will be reviewed on a case-by-case basis.

Facilities Use

1. No smoking or alcoholic beverages are allowed on any school property.
2. No weapons shall be permitted on school property (concealed or open carry) other than by law enforcement pursuant to applicable statute, or the very limited exceptions identified in state and/or federal law, unless written pre-authorization is obtained by the District. The prohibition shall include security personnel for such events, which requires District approval for presence and possession of a weapon.
3. Facilities will not be rented on holidays when Filer School District employees do not work.
4. Rentals will generally not be available during the summer months due to summer maintenance.
5. The District will not charge a fee for the use of any facility for a funeral of a current employee or a currently enrolled student. A "Certificate of Insurance" providing for liability and property damage in the amount of \$1,000,000 naming the Filer School District as an additional insured or certificate holder is required and a no-charge contract will need to be signed with the Filer School District.
6. Traveling athletic teams from other Idaho schools shall be allowed to use the district athletic fields or gymnasiums for practice or sleeping accommodations with Superintendent or Designee approval with no charge. Insurance and facility use agreement will be required.
7. Facility use requests from the Idaho High School Activities Association (IHSA) for tournament or play-in games will not be charged for the use of the facilities. Insurance will be required. A facility use agreement is also required.
8. Filer School District students are allowed to use facilities for the completion of their senior project without charge. Students shall have an advisor present during the entire

time they are using the facility. A student activity form will need to be filled out. There is no fee and no insurance is required.

9. The District retains sole discretion to revoke authorization for rental/use of facilities or to deny approval of rental/use of facilities as the District deems appropriate.
10. This policy may be waived by the Board of Trustees.
11. Appeals concerning facilities use must be made in writing to the Board of Trustees.

Procedure History:

Promulgated on: 02/08/2022

Revised on: 08/21/2024

Reviewed on: