

Community Use of School Facilities

Facility Use Applications, Guidelines for Rental of Facility:

Building principals or their authorized agent will be responsible for the scheduling of their buildings, lease agreements, assessment liability/indemnity agreements and collection of fees. All fees are to be turned into the District Office where they will be placed in a designated maintenance and operations account.

1. Organizations desiring to use school facilities must first fill out a lease agreement (and liability documents) accepting the terms under which the building usage is approved. They must indicate the specific facility room/area, the time period and date desired, the purpose of the activity and the group requesting such use. The district will not rent to individuals or groups who do not disclose the purpose of the rental. If they want to rent the auditorium, there is a specific auditorium lease agreement just for that. The secretary will assist in filling out these forms so that the proper fee amounts are listed and the proper liability documents are completed. Questions should be answered before the representative signs off. Both the principal/designee and the lessee must sign the agreement. All monies will be collected at the building where the rental occurs and deposited in a 750 building account labeled rental revenue.
2. Notice of termination of any agreement by either the lessee or 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 are violated, then 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. The designated contact person 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, vacated and secured as scheduled. This person'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 or designee. 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 garbage 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 clean-up will be done by a custodian. A \$20 fee may be charged to cover any extra work. 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 custodian is not on duty to open and close the building, principals will require the lessee to contract directly with a District-approved security agent to do this. This arrangement is made through the building secretary and a \$15 charge is paid directly to the agent.
9. If a kitchen is used, a District cook must be present and there will be a \$20 an hour fee charged for their services.
10. If the High School Auditorium is used, the lessee will be required to sign an Auditorium Use Agreement and hire a qualified District technician at \$10 an hour, plus pay for any other specified charges. If a technician is required at the Junior High auditorium, a \$10 an hour fee will be added.

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 the summer because of maintenance and cleaning.

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;
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 event may not be held in support of or opposition to any candidate or ballot measure.
5. 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.

Types of Rentals:

Determination of the use of the facilities will be at the discretion of the building administrator. Use of the grounds must also be cleared with the Maintenance Department.

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, a \$20 fee will be charged to cover clean up. *If the building principal determines (at the time of application) that clean-up will exceed the scope of the regular custodian's on-duty hours, this cleaning fee may be charged. The facility must be returned to its original condition, less normal wear and tear. Lessee is responsible for garbage pickup and returning furniture to its original placement. Also, if a custodian is not on duty, the individual or organization must contract separately with a district-approved security agent for \$15 to open and close the building. A Hold Harmless Agreement for these groups should be signed and kept on file.

Examples: In-service meetings, classes for credit, civic groups, Scouts, 4-H, church groups, class reunions, charities which have tax-exempt status with IRS, and sporting programs for students (if they are charged a fee [camps, etc] and 50% or more are Snake River District students), the proceeds or donation must be run through the 750's accounts at the school for that program or it will be considered "for profit." (If these groups have liability insurance, the District should be given a copy.)

2. **PRIVATE GROUPS:** There will be a basic rental fee charged when a regular custodian is available to provide security and cleaning; if not, an additional \$20 fee will be charged to cover clean up. *If the building principal determines (at the time of application) that clean-up will exceed the scope of the regular custodian's on-duty hours, this cleaning fee may be charged. The facility must be returned to its original condition, less normal wear and tear. Lessee is responsible for garbage pickup and returning furniture to its original placement. Also, if a custodian is not on duty, the individual or organization must also contract separately with a District-approved security agent for \$15 to open and close the building. A Hold Harmless Agreement should be signed.

Examples: family gatherings, social functions. Government groups or other agencies may be assessed the Private Group rate, at the discretion of the principal.

3. **FOR PROFIT GROUPS:** A rental fee will be charged all "For-Profit" groups. These organizations will be required to sign both a Hold Harmless Agreement and a Waiver of Liability and Indemnity Agreement and provide a Proof of Insurance Certificate for a minimum of \$500,000. The facility must be returned to its original condition, less normal wear and tear. Lessee is responsible for garbage pickup and returning furniture to its original placement. If the building principal determines that clean-up will exceed the scope of the regular custodian's on-duty hours, the cleaning fee will be charged. A Hold Harmless Agreement and a Waiver of Liability and Indemnity Agreement with proof of insurance must be signed.

Examples: Fur Traders, Sales Groups, Dance Studio Camps, etc.

Snake River School District Building Usage Fee Schedule

Up to 3 Hours of Use

A Signed Facility Use and Rental Agreement is Required

Area	Beneficial \$0 Rental When Custodian on Duty	Private (See Liability Requirements***)	For-Profit (See Liability Requirements***)
	Fee charged when no custodian or at principal's discretion*	Plus \$20 cleaning/ \$15 security* When no custodian on duty or	Plus \$20 cleaning/ \$15 security* When no custodian on duty or
High School Gym, Fields/Facilities	(Cleaning) \$20 / \$15 (Security)	\$100	\$210
Jr. High/Elem. Gym	(Cleaning) \$20 / \$15 (Security)	\$50	\$150
Lunchroom	(Cleaning) \$20 / \$15 (Security)	\$45	\$130
Classrooms	(Cleaning) \$20 / \$15 (Security)	\$30	\$160
Kitchen	(Cleaning) \$20 / \$15 (Security)	\$20 (+ Cook @ \$20 hr.)	\$120 (+Cook @ \$20 hr.)
H.S. Auditorium	(Cleaning) \$20 / \$15 (Security)	\$75 (+ Tech @ \$10 hr.)*	\$360 (+Tech @ \$10 hr.)*
Jr.High Auditorium	(Cleaning) \$20 / \$15 (Security)	\$55 (+ Tech @ \$10 hr.)**	\$150 (+Tech @ \$150 hr.)*

(*Signed Auditorium User Agreement Required for the High School Auditorium, plus Technician and any additional charges)

(**Only if technician is needed to set up equipment at Jr. High.)

(LIABILITY***: The Science Building will not be available for rent because of safety concerns.)

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:

(see comments under Types of Rentals Beneficial re Camps)

Employees using the school facilities for commercial gain must file an application and fees will be assessed in accordance with the adopted For-Profit 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. They will be charged at the Private Individual rate.

Procedure History:

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Reviewed on: