

*It shall be the policy of the Board of Trustees of School District #73 to make school facilities available for use by local groups and organizations that meet administrative guidelines. However, the instructional and activity programs of the District shall, at ALL times, have priority over non-school requests for use of building and facilities. The administration shall establish priorities and charge rates according to rate schedules approved by the Board of Trustees. Permission for use shall be requested of and granted by the administration. Applicants who are dissatisfied with the outcome of their requests shall have the right of appeal to the Board of Trustees.*

**ADMINISTRATIVE GUIDELINES**

*The Board of Trustees will not commit any part of its physical plant to public, semi-public, or private groups unless a valid reason is stated and the facility available, unless such groups or their programs are directly or indirectly sponsored or administered by the Horseshoe Bend School District.*

***School buildings shall not be used for the following:***

- 1. Teaching or promoting any theory or doctrine which espouses illegal activities or violence.*
- 2. Those programs which may be classified as a nuisance or those which could be potentially unmanageable.*
- 3. Money-making activities of an unlawful or doubtful nature.*
- 4. Animal training activities or shows in buildings other than the Elementary Annex. (School assemblies and class projects are exempt.)*

***General rules for use of school facilities:***

- 1. No tobacco, alcohol or illegal substances are allowed on school premises.*
- 2. No drinking or eating of any kind in the gym (without administrative approval).*
- 3. All coaches' offices and teacher's desks are off limits.*
- 4. All student lockers and materials are off limits.*
- 5. Gym shoes are required for play on the gym floor. NO outdoor recreation or street shoes are allowed on the playing surface.*
- 6. All doors are to be locked upon departure. Lights are to be turned off. Be sure to check yourself.*
- 7. Use no more electricity than necessary.*
- 8. Expect the gym to be cool – don't turn up the heat.*
- 9. Only adults may reserve the facilities. No unattended children/students will be allowed in the facilities. ALL students/children must be supervised by an adult.*
- 10. Use of locker facilities may be allowed through approval of the activities director.*
- 11. Leave the building as required by the check-list for that facility. The user group will be responsible for damage due to misuse of the facilities.*
- 12. Only a district employee may open up and supervise the use of any rooms or buildings. This employee represents the district and is in charge during the specific building use period. No one who is not an employee of the district may be given keys to open any doors of the school district property.*

- 13. *The Elementary Annex may be used under the supervision of a responsible adult (as determined by the school administration) who is not necessarily a staff member and a key may be issued to the same.*
- 14. *Under limited circumstances, such as Optimist Club use of the football concession stand, or access to storage spaces where the security system is not involved, the superintendent may check out a key to a responsible person for specified amount of time.*
- 15. *For each group using the facilities, one person will have to be designated as the responsible individual for the following:*
  - a. *Collection for any fee and any damage to school property.*
  - b. *Accept responsibility for safe conduct by the attendees and proper use of the school district property*
- 16. *Payments of fees are required one or more days in advance of the activity unless special arrangements have been made with the administration.*
- 17. *Use of the weight room for weight lifting or conditioning shall only be under the direct supervision of a qualified staff member who has been checked out on the equipment.*
- 18. *No student under the age of 14 will be allowed to use the weight room equipment except in a formal conditioning class. Students who have participated in a high school conditioning class or worked under the direct supervision of the high school coaching staff may use the weight room when a qualified adult is present. Any person who does not comply with limitations prescribed by the attending adult must leave immediately.*
- 19. *The kitchen facilities in the cafeteria must be used under the supervision of the food services supervisor or one of the food service workers. The supervisor or food service workers may expect to be paid for their time unless they choose to waive payment.*
- 20. *The fee schedule is developed by the administration on a yearly basis and approved by the Board of Trustees.*

**PRIORITY OF USE**

- 1. *Horseshoe Bend students and school-sponsored activities*
- 2. *Organized community activities*
- 3. *Local commercial groups*
- 4. *Out-of-town commercial groups*



**LEGAL REFERENCE:**

Idaho Code Section 33-601(7)

**ATTACHMENT: Building Use/Rental Agreement**

**ADOPTED: March 13, 2000 Vonda Pattee, Chairman**

**REVIEWED: April 23, 2001**

**AMENDED: June 11, 2001 Vonda Pattee, Chairman**

**REVIEWED: 2006-2007**

**AMENDED: April 9, 2007 Rob Greiner, Chairman**

**REVIEWED: 2009-2010**

**AMENDED: December 14, 2009, April Renfro, Chairman**

Horseshoe Bend School District #73
Building Use/Rental Agreement

I, \_\_\_\_\_ representing \_\_\_\_\_

Hereby enter into this agreement with the Horseshoe Bend School District #73 for the purpose of

\_\_\_\_\_.

Date Requested \_\_\_\_\_
Time Requested \_\_\_\_\_ to \_\_\_\_\_
Custodial Fee \$ \_\_\_\_\_ Yes No
Building Use Fee \$ \_\_\_\_\_ Yes No
Certificate of Insurance \_\_\_\_\_ Yes No
Liability Waivers \_\_\_\_\_ Yes No
Police Officer Required \_\_\_\_\_ Yes No
Facilities (rooms or areas) requested \_\_\_\_\_
Security or Chaperones \_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_, \_\_\_\_\_
\_\_\_\_\_, \_\_\_\_\_

Equipment Required \_\_\_\_\_ Approved Yes No
\_\_\_\_\_ Approved Yes No
\_\_\_\_\_ Approved Yes No

I 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 persons acting on behalf of the School District in any official capacity, temporarily or permanently in the service 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 other claim or demands arising out of the use of any facility of School District # 73.

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 for this agreement in the form of Blanket Contractual Coverage or name the School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.

3. *Neither the undersigned or 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 an injury to persons or tangible property, describing the injury or damage to the tangible property, stating the time and place of the injury or damage which occurred, and stating the names of all persons involved.*
5. *To reimburse the School District for any damages or losses caused by the organization's use of school facilities, and agrees to promptly pay for said damage.*
6. *To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.*
7. *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.*
8. *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.*
9. *This agreement shall be governed by the laws of the State of Idaho.*
10. *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 or 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.*

*I have read the above agreement and consent to all the terms outlined in this agreement.*

\_\_\_\_\_

*Responsible Party* *Superintendent/Principal*

*Address* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Phone* \_\_\_\_\_ *Date* \_\_\_\_\_

*Notice of use to: Administrators* \_\_\_\_\_ *Maintenance* \_\_\_\_\_ *Room Advisor* \_\_\_\_\_