

**GRACE SCHOOL DISTRICT
RENTAL POLICY
October, 2010**

PHILOSOPHY:

Grace School District 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. 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. The first priority of the district is to use these facilities for the public education processes of students within its boundaries. Second priority is to work with the public in using the facilities to further the education, emotional, physical and social development of the school community. The District's philosophy is to discourage commercial use of facilities, unless such commercial use financially supports a school sponsored group or activity.

Facility Use Applications:

Applications requesting use of the school facility must be presented to the building secretary at least ten (10) days in advance of the time desired and must be signed by a qualified representative of the organization desiring to use the building. The building administrator must approve the facility use application.

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

- a. The activity should not interfere with the schedule of normal activities of the school or district.
- b. The content of the activity should be reasonably appropriate in a school setting.

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.

Any individual, group, or other organization wishing to sponsor programs or events will provide supervision for all such programs/events, in addition to a district employee who may be assigned to the program/event. The individual, group, or other organization also agrees to clean the facility after the program or event and to be responsible for any damage that may occur due to their use of the facilities.

Right of Refusal:

The use of the school premises will be denied when, in the opinion of the building administrator, superintendent and/or the Board, such use may be construed to be solely for commercial purposes, there is probability of damage or injury to school property, or the activity is deemed to be improper

to hold in school buildings.

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 Grace 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.

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. The individual, group or other organization also agrees to provide supervision for the program or event.

District students wishing to use building facilities for activities outside of school time shall have a faculty member or other staff member supervise the activity. Arrangements for supervision are the responsibility of the students wishing to use the facility, with final approval coming from the building administrator. The responsible faculty/staff members will remain at the school during the entire activity and supervise the event. Such faculty/staff members take on full responsibility for the actions of the group, as well as responsibility for securing the buildings and equipment during the activity and once the activity has ended.

Whenever a kitchen is used, it shall be under the supervision of a school employee with proper food handling endorsements. The group using the facility shall pay 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.

Facility Rental 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, custodial fees where

applicable, and utilities. The facility rental fee schedule will be reviewed periodically by the Board. 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 will be invoiced and the sponsoring organization whose name appears on the application shall be held responsible for any and all damages to school property and equipment.

An exception to rental fee charges may be made for ecclesiastical groups who request temporary use of district facilities, providing they receive school district approval, assign a person responsible to prevent damage or misuse of school facilities, and are responsible for the cleaning of those areas used by the group. Because of the “joint use of facilities” agreement between the LDS church and the Grace School District, no charge will be assessed the LDS church for use of school district facilities.

For purposes of the facility use fee schedule, the definition of a “district employee” is someone who works for the Grace School District #148 and receives official paychecks from the district.

THE GRACE SCHOOL DISTRICT (Delete Board of Education) BOARD OF EDUCATION
RESERVES THE RIGHT TO APPROVE, DISAPPROVE OR ADJUST FEE SCHEDULE OF
ANY REQUEST

Grace School District # 148
Facilities Use Lease Agreement

I, _____, an agent or officer, acting for and in behalf of _____ (Lessee), located at _____ (Mailing Address) do enter into a lease agreement with Grace School District #148 (Lessor) for the use of the facility/ facilities identified below and located within the Grace School District. Furthermore, the lessee agrees to the following terms, conditions and fees as stipulated in this document:

Lease /Service Charged Rate	Date(s)	Hours to be leased (ie. 9-12 p.m.)	Total # of hours	(See Fee Sched.)
Auditorium <small>Circle One</small> GES HS _____	_____	_____	_____	_____
Cafeteria TES HS _____	_____	_____	_____	_____
Kitchen GES TES HS _____	_____	_____	_____	_____
Gym GES TES HS _____	_____	_____	_____	_____
Classroom GES TES HS _____	_____	_____	_____	_____

Required Deposit

Technician Fees as Required

Additional Fees as Required

TOTAL COST OF LEASE

All fees must be paid in full at the time of lease signing. Any applicable refunds will be mailed to lessee following inspection of facilities.

Conditions of Lease

1. Approved individuals or organizations leasing school facilities shall hold the school district harmless and defend against any and all claims, liabilities, losses, actions, or causes of action that may be sustained to persons or property resulting from the occupancy and leasing of school facilities. To immediately notify the

lessor of any conduct or circumstances that bring about an injury to persons or tangible property, describing the injury or damage which occurred, and stating the names of all persons involved. In the event the lessor is required to initiate legal action to enforce any and all terms of this agreement, the lessee agrees to reimburse the lessor for all legal expenses and costs reasonably incurred.

2. Liability Insurance Required? Yes No Lessee

Signature: _____

Principal Signature: _____

Prior to the activity, _____ (lessee) 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 Grace School District #148 as an additional insured with _____ (lessee). 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 (1) accident;

\$ _____ for injuries to, or wrongful death of, all persons in any one (1) accident;

\$ _____ for damage to, or loss of property in any one (1) accident.

_____ (Lessee) shall furnish to the Grace School District #148 a certificate of insurance at least **five (5) (delete the word business)** business days prior to the event/activity/meeting date. Said certificate on insurance shall show compliance with this agreement and provide **three (3)** days prior notice of cancellation to the District.

3. In the event the building, or any portion thereof, or any fixtures or equipment located on the premises is damaged, sold, taken, or destroyed as a result of the use of the facility, the lessee will at his/her own expense reimburse, repair, and/or replace all such damaged or destroyed property in a timely manner. The amount of damages and acceptable method of restoration shall be determined by the Superintendent in consultation with the Grace School Board.
4. The lessee may not assign, transfer, or sublet school facilities.
5. The lessee shall be responsible for the orderly and lawful conduct of all attendees.
6. The lessee shall not permit anything to occur in said facilities or bring or keep anything therein which shall in any way be in conflict with state and local fire, health, safety, and police regulations, ordinances **and/or laws**.
7. No lessor equipment shall be leased or lent for use off district property.
8. District cleaning supplies are typically unavailable. The lessee is responsible to bring their own cleaning supplies/equipment and are responsible to thoroughly clean the rented facilities after use.
9. A refundable or partially refundable cleaning deposit will be paid at the time of leasing (See Facility Use Fee Schedule). Custodial services will be paid at a three hour minimum.
10. Only district certified technicians will be allowed to operate facility sound systems, lighting equipment, and other technology. If needed, the lessee must arrange at the time of the agreement signing and pay for services. Technology services will be set based upon a predetermined rate.
11. If, in the event that the lessee teaches or promotes any theory or doctrine which espouses the use of violence or illegal activities, the lease will immediately be decreed null and void. The lessee will forfeit any and all reimbursements for portion of unused lease time.

12. Money making activities of an unlawful nature or doubtful nature are not permitted. The use of any scheme or device which encourages or suggests gambling is not permitted. Failure to comply will result in a forfeiture of the lease and no reimbursement of unused lease time.
13. Student groups directly associated with the school where the facility is to be leased shall have priority for concession sales when the building is leased.
14. Food and drink are permitted in the gymnasium, cafeteria, and connecting hallway areas only.
15. In the JH and HS gymnasiums, street shoes are not permitted on the gym floors.
16. No animals, with the exception of guide dogs, are permitted in buildings or grounds.
17. Tobacco, alcohol, and/or illegal substances or any person under the influence of such is not permitted on lessor property.
18. School facilities are available for use in "as-is" condition.
19. Use of any materials on floors or any other parts of leased facilities without specific written approval of the maintenance supervisor is strictly prohibited. In no event shall nails or other fastening devices be placed into the walls or floors.
20. Hallways are not to be used for anything other than passageways.
21. The kitchen cannot be used without a district food service employee being on duty for the entire time the kitchen is open. Food service personnel are NOT to be paid directly. The lessee agrees to pay for Food Services Personnel at a predetermined amount at the time of agreement signing. The primary responsibility of the food service employee is to see that the equipment is properly used for safety and sanitation. The food service employee may assist as needed, but the primary responsibility for preparation, service and clean-up remains with the lessee. The food service employee will check to see that storage areas, refrigeration, and freezers are secured and that the kitchen is left in an orderly manner.

Authorized Lessee Signature

Date

Building (Delete the word District)

District Administrator Signature

Date

LEGAL REFERENCE:

ADOPTED:

AMENDED:

Grace School District #148 Facility Use Fee Schedule				Elementary/JH Gymnasium	High School Gymnasium	Elementary Aud. & Gym	High School Auditorium	
Classroom	Cafeteria	Kitchen						
PRIORITY I Programs sponsored by Grace School District as part of the approved curriculum or services for students. <i>Examples: Extra-curricular activities, athletic events, pre-school screening activities, etc.</i>	No Charge	No Charge	\$15.00 per hour (Food Service Employee must be present)	No Charge	No Charge	No Charge	No Charge	
PRIORITY II Educational programs operated publicly or privately <u>at the request</u> of the Grace School District that benefit or increase the skills of Grace School District faculty, staff, and/or patrons. <i>Examples: College credit courses, adult education courses, etc.</i>	No Charge	No Charge	\$15.00 per hour (Food Service Employee must be present)	No Charge	No Charge	No Charge	No Charge	
PRIORITY III Non-profit programs operated publicly or privately that Grace School District approves as providing benefit for Grace School District students. <i>Examples: Gem Valley Performing Arts Committee, Little League Football, Basketball, & Wrestling Programs, Hunter Safety Program, etc.</i>	No Charge	No Charge when reserved and approved. \$50 clean/damage deposit due @ time of reservation.	\$15.00 per hour (Food Service Employee must be present)	No Charge when reserved and approved. \$50 clean/damage deposit due @ beginning of season or event	No Charge when reserved and approved. \$100 clean/damage deposit due @ beginning of season or event	No Charge when reserved and approved. \$100 clean/damage deposit due @ beginning of season or event	No Charge when reserved and approved. \$100 clean/damage deposit due @ time of reservation.	Add Tech Fee: \$15.00 per hour
PRIORITY IV Use of facilities by district employees when properly scheduled and approved by building administration and according to procedural guidelines.	No Charge	\$50 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	\$15.00 per hour (Food Service Employee must be present)	\$50 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	\$100 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	\$100 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	\$100 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	Add Tech Fee: \$15.00 per hour
PRIORITY V Non-profit use of facilities by private individuals or families when properly scheduled and approved by bldg. admin. & according to procedural guidelines.	\$5.00 per hour	\$35 rental fee \$50 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	\$15.00 per hour (Food Service Employee must be present)	\$5 per hour; Mandatory 1st time supervisory fee of \$15/hr. \$50 cleaning/damage dep: Refundable if facility clean.	Not Available for Rent	\$10 per hour; Mandatory 1st time supervisory fee of \$15/hr. \$100 cleaning/damage dep: Refundable if facility clean.	\$75 /day or \$25 per hour \$100.00 cleaning/damage deposit: pd. @ reservation.	Add Tech Fee: \$15.00 per hour
PRIORITY VI Local private enterprise: any local program that operates for a profit; and tax supported government agencies whose only purpose is to hold business meetings or provide public services; all entities subject to approval by bldg. admin & according to procedural guidelines. <i>Examples: Dance schools & reviews, fundraisers, public utility mtgs., etc.</i>	\$5.00 per hour	\$15 per hour \$50 clean/damage deposit: pd. @ reservation. Deposit refund if facility clean & no damage	\$15.00 per hour (Food Service Employee must be present)	\$5 per hour; Mandatory 1st time supervisory fee of \$15/hr. \$50 cleaning dep. Refundable if facility clean.	Not Available for Rent	\$10 per hour; Mandatory 1st time supervisory fee of \$15/hr. \$100 cleaning/damage dep.: Refundable if facility clean.	*Not Charging Fee: \$75/day or \$25 per hour Charging Fee: \$150/day or \$50 per hour Clean Dep: \$100	Add Tech Fee: \$15.00 per hour
PRIORITY VII Other private enterprise - any program that operates for a profit. <i>Examples: Commercial concerts or performances</i>	\$12.00 per hour	\$25.00 per hour \$50 clean/damage deposit: pd. @ reservation.	\$15.00 per hour (Food Service Employee must be present)	\$200 per day \$100 cleaning/damage Deposit \$50 Refundable upon inspection	Not Available for Rent	\$200 per day \$100 cleaning/damage Deposit \$50 Refundable upon inspection	\$500 per day \$250 cleaning Deposit \$175 Refundable upon inspection	Add Tech Fee: \$15.00 per hour