

The Preston School District recognizes the tax payers have provided school facilities. The first priority is to use these facilities for the public education process of students within its boundaries. Second priority is to work with the public in using the facilities to further the educational, emotional, physical, and social development of the school community. The District's philosophy is to discourage commercial use of facilities.

Fees for rental use are:

- No hour cost to rent a facility
- Custodial cost is \$15 per hour
- Sound and Light crew cost is \$10 per hour

Renter must provide proof of liability insurance as outlined in the attached agreement. A school district employee must be present when buildings are in use.

Facilities are not available on Sundays, Thanksgiving Day, Christmas Day, New Years Day, and Easter, or the first and last days of school.

The Preston Board of Education reserves the right to approve or disapprove any request.

See attached Rental Agreement.

### **Bus Rental Policy**

The transportation to and from school and school-sponsored events is the purpose of use school district transportation. Preston School District #201 does not rent school buses to related school groups, organizations, and/or individuals.



### **LEGAL REFERENCE:**

Idaho Code Section 33-601(7)

**ADOPTED: Feb. 21, 2007**

**AMENDED: Feb. 13, 2008**

**PRESTON JOINT SCHOOL DISTRICT NO. 201**

**BUILDINGS AND FACILITIES WAIVER OF LIABILITY  
AND INDEMNITY AGREEMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 2007, \_\_\_\_\_, an agent or officer, acting for and on behalf of \_\_\_\_\_, (hereinafter referred to as "Renter") enters into this Agreement for the use of facilities owned by Preston Joint School District No. 201 (hereinafter referred to as "School District"), located at 120 East 2<sup>nd</sup> South Preston, Idaho 83263 on the \_\_\_\_\_ (date(s)) of 20 \_\_\_\_ . Time needed \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

The Renter represents that the use of the School District's facilities is for the following purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**There is no rental fee for the facility. Custodial and Sound and Light fees will be assessed. Custodial fee is \$15 an hour and Sound and Light Crew is \$10 an hour.** In consideration for the rental of the School District's facilities, the Renter agrees to fees in the sum of \_\_\_\_\_ for custodial and/or Sound and Light services.

The Renter agrees to comply with the School District's Rental Policy, policy #910, at all times relevant hereto.

FURTHER, The Renter Agrees as Follows:

1. To indemnify and hold harmless the School District, and its agents, employees, officers, whether elected or appointed, and assigns from all manner of 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 or causes of action, suits, 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 and must also 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. To waive any claims of contribution or indemnification, and reimburse the School District for legal fees and/or expenses for any claim, cause of action, injury, or other demands brought against the organization arising out of its use of the School District's facilities.
4. To immediately notify the School District of any conduct or circumstances which occurs while using School District facilities and causing injury to any person(s) or damage to School District property, and providing such information regarding the injury or damage as requested by the School District.
5. To reimburse the School District for any and all damages or losses caused by the organization's use of the school facilities, and promptly pay for said damages within thirty (30) days of receiving notice.

6. To reimburse School District for all legal expenses and costs reasonably incurred in the event the School District initiates legal action to enforce any and all terms of the agreement.
7. This Agreement may be modified, but only by a written agreement, signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
8. The agreement shall be governed by the laws of the State of Idaho.
9. In the event any provision of this agreement shall be held invalid or unenforceable by any by any court of competent jurisdiction, such ruling shall not invalidate or render unenforceable any other provision of this agreement.
10. This agreement shall be binding on the heirs, personal representative, successors, and assigns of the parties to this agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Preston School District No. 201

\_\_\_\_\_  
Signature of Person Responsible

\_\_\_\_\_  
Renter Organization