
DESCRIPTOR TERM:

District 370 Policy
File Code: 3.40

Fiscal Management

Facilities/Grounds/Equipment Usage	1992	11-9-92
Amended & Adopted	1999	12-13-99
Amended & Adopted	2000	2-14-00
Amended & Adopted	2001	10-8-01
Amended & Adopted	2012	6-11-12
Amended & Adopted	2021	

The School District is organized and exists under Idaho law as a public school district for the purpose of maintaining primary and secondary education and all facilities owned and or leased by the District are maintained for that purpose. It is the duty of the Board of Trustees to protect the morals, health, and safety of its staff at all locations of the district operations and to provide a good learning environment for the District's pupils. It is the policy of the Board of Trustees that any use of its facilities by School District related groups or all other groups must be in conformance with this policy. The District reserves the right to deny the use of any of its facilities by any group and/or person who the District determines will not meet this criteria. It is further a stated policy of the School District that the primary use of its facilities is the provision of primary and secondary education for its pupils and any request for the use of its facilities which interrupts and/or otherwise hinders or impairs the availability of the facilities for the District's use for this primary objective will be denied.

1. The facilities of the school district have been provided by the patrons of the district and are available for community service when not in conflict with the school program of the district. Charges shall be made to compensate for any additional expense incurred by the organization or group using the facility. Additional rent shall be charged for certain specialized purposes that are not of general community interest, including private or profit-making functions. There will be no charge for community education classes or classes for district employees when sponsored by the school district. There will be no charge for classes under the direction of the programs administered by the district as the fiscal agent.
2. The following groups are exempt from the rental fees if these groups use the facilities for public, non-profit activities: public meetings, mass meetings, public health clinics, etc.
3. The facilities/grounds are not to be scheduled for use on Sundays [by Homedale School District sponsored entities](#).
4. A school employee or other adult person(s) approved by the Board of Trustees and/or Superintendent of Schools must be on duty at all times the building is in use. Unless otherwise designated, such person shall be a custodian and the rate of pay shall be a predetermined hourly rate. Any additional cleaning required of the facility as a result of the use shall be paid by those using the building. If the kitchen is used, one cook from the School Food Service Program must be present at all times and will be paid a predetermined

hourly rate. This amount will be added to the basic rental fee. Any equipment lost or damaged must be replaced by the person or organization that has rented the facility.

5. Appropriate and suitable supervision will be provided by the rentee for the planned activity.
6. Any damage to the facility that occurred during the rental period, or as a result of the use of the facility, shall be paid by the person or organization that has rented the facility.
7. Decorations used by any organization using the facilities must be taken down and disposed of by the organization not later than 8:00 a.m. the following morning.
8. A "Contract for the Use of Facilities" agreement shall be completed by all persons or organizations renting the facilities and a copy filed with the Clerk of the District before use of the facilities. Payment covering the use of the facilities and the custodial/food service fee shall be paid to the Clerk of the District. Application for the use of facilities implies the acceptance of the rules and regulations of the Board of Trustees governing their use. The principal has the responsibility to see that these rules and regulations are adhered to by the group using the facilities.
9. No smoking or drinking will be allowed at any time at any of the school district facilities/grounds.
10. Keys will not be issued to persons other than school district employees, unless otherwise approved by the Board of Trustees and/or Superintendent.
11. Adult supervision (over 18 years of age) is required at all times.
12. Proof of liability insurance coverage shall be provided as requested by the district.
13. All shop facilities including equipment are not available to be rented for general public use.
14. The Board assumes no responsibility for property left on the premises by the applicant.
15. School property of any kind is not to be sold, loaned, or subjected to any individual use or other use by any employee except as authorized in the educational program or upon specific authorization of the superintendent.
16. Fees for any activity which benefits the students of Homedale School District may be waived by the superintendent.

Equipment Usage

Homedale School District athletic equipment will not be loaned out except under the provisions in the last paragraph of this policy.

For liability reasons, use of school equipment by any group or individual, other than for school sponsored events, is discouraged. In all cases where equipment is used by non-school groups, a liability release will be required.

Use of equipment will not be available to non-school groups. Equipment such as pitching machines, catcher's gear, shoulder pads, helmets, weight room equipment, blocking dummies and sleds, pole vault and high jump equipment and mats, meet hurdles, starting blocks, and wrestling mats are available for use by school district classes and athletic teams only. This does not include Freestyle Wrestling's use of the mats.

Different pieces of equipment such as practice hurdles, pole vault equipment, etc. may be used by district athletes for practice during non-scheduled practice times. These must be checked out through the athletic director and a waiver must be signed releasing the Homedale School District of any liability.

**HOMEDALE SCHOOL DISTRICT#370
CONTRACT FOR USE OF FACILITIES**

***READ THIS DOCUMENT CAREFULLY --
BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RISKS,
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES***

Type of program: _____

Facility requested: _____

Date of event: _____ Estimated # of persons: _____

Do you charge a fee or admission to participants? _____ If yes, how much? \$ _____

I, _____, acting for and on behalf of
_____, for and in consideration of the use of
the facilities of Homedale School District #370, do by this document agree, on behalf of myself
and the organization which I represent, to the following:

1. To assume risks. I (we) understand that in the use of any school facility, equipment or supplies, or in the natural course of activities, there are risks to people. These risks can result in injury that can seriously affect present and future life and even cause death.
2. To pay the sum of \$ _____ for the following services: _____

3. To indemnify and hold harmless any employee, officer, servant, or agent of Homedale School District, including elected or appointed officials, and persons acting on behalf of Homedale School District in any official capacity, temporarily or permanently in the service of Homedale 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 Homedale School District.
4. To indemnify and hold harmless Homedale 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 Homedale School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of Homedale School District.
5. To provide Homedale School District with proof of insurance in the form of a Certificate of Insurance or a signed letter releasing Homedale School District and its employees from all liability. 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 Homedale 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.
6. Neither the undersigned nor the organization which they represent shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from Homedale School District for any action, cause, suit, claims, or demands brought against the organization arising out of the use of the facilities of Homedale School District.

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CONTRACT FOR USE OF FACILITIES
HOMEDALE SCHOOL DISTRICT #370

7. To immediately notify Homedale School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
8. To reimburse Homedale School District for any damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for the damages.
9. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of Homedale School District if the waiver of liability is required by Homedale School District.
10. In the event Homedale 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 Homedale School District for all reasonable legal expenses and costs incurred.
11. 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.
12. The organization does promise and agree to abide by all rules and regulations governing the use or rental of property as the same may be proclaimed at the time of execution of this agreement or may be proclaimed by the District in the future. The organization acknowledges that it has received a current copy of the rules and regulations governing the use for rental of school facilities and equipment.
13. This agreement shall be governed by the laws of the State of Idaho and policy of Homedale School District.
14. 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 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.

DATED this _____ day of _____, _____.

School Official Representing
Homedale School District #370

Signature of Person Responsible

Organization

Telephone

Forward signed copy of this contract with check for fees to:
Faith Olsen, Business Manager, Homedale School District, 116 East Owyhee, Homedale, ID 83628.