

Category: 4000 COMMUNITY RELATIONS	Policy Number: 4040
Policy Title: FACILITY USAGE	Effective Date: October 18, 2006

The district recognizes the capital investment the community has in school buildings and facilities and believes such facilities should be used by responsible organizations, associations, and civic groups for educational, cultural, civic and recreational activities outside school hours, or when it doesn't interfere with school activities. The district will also cooperate with authorized agencies, such as the Red Cross, the National Guard and Civil Defense, to make its facilities available during community emergencies.

Major operational costs while the facility is being used should be at the expense of the lessee and not the expense of the school district. Use of Snake River School District #52 facilities is offered as a service to the community and the amount charged is not designed to make money through rental fees. These charges are for recovery of major operational costs only, unless the individuals or groups are requesting use for commercial purposes.

It shall be the policy of the Board that use of school property may be granted to persons or organizations upon application to the administrator of the facility. The superintendent or his designee is authorized to determine rental fees to be assessed for the usage of school facilities and equipment. All fees are to be turned into the District Office where they will be placed in a designated maintenance and operations account. The superintendent or his designee also has the authority to reject any or all applications for rental or use of district facilities or equipment.

All building and facility usage is subject to the following provisions and the guidelines outlined in established procedure:

- The organization or individual must sign a Facility Use and Rental Agreement accepting the terms under which the building usage is approved along with a Hold Harmless Agreement. Where applicable, the individual or organization must also sign a waiver of Liability and Indemnity Agreement and provide proof of insurance with minimum liability coverage of \$500,000 per occurrence. Organizations wanting to use the High School (and, when appropriate, the Jr. High) Auditorium, must also sign an Auditorium Agreement.
- The organization or individual must agree to pay for all damages resulting from their use of the facility.
- 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 and/or equipment.
- The district's first concern is for the safety of the students, patrons, and guests using the facilities; therefore, the organization or individual must designate responsible adult(s) to be present the entire time for the purpose of providing focused supervision and to act as a contact person in case of an emergency.
- The organization or individual granted use of the district's facilities must follow all policies, rules and regulations of the board regarding the use of the district property and the conduct of persons in or on district property or facilities.

LEGAL REFERENCE: Idaho Code 33-601(7)

- REFERENCE:** Policy 5220, "Building Security and Access"
Policy 5260, "Vandalism"
Policy 5230, "Equipment - Authorized Use"
Policy 5250, "Trespass on School District Properties"
Policy 5255, "Building and Grounds-Use of School Grounds for Non-School Activities"
Policy 5360, "School Properties: Acquisition, Use and Disposal"

- PROCEDURE REFERENCE:** 4040p, "Facility Usage Guidelines"
4040f1, "Facility Use and Rental Application"
4040f2, "Facility Use and Rental Agreement"
4040f3, "Auditorium User Agreement"
4040F4, "Hold Harmless Agreement"
4040F5, "Waiver of Liability and Indemnity Agreement"

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Policy Title: FACILITY USAGE PROCEDURE	Effective Date: October 18, 2006
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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 District Office where they will be placed in a designated maintenance and operations account.

1. Organizations desiring to use school facilities shall file a written application for such use with the respective principal or secretary of the school, indicating 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.
2. If permission is granted, the organization or individual must sign a lease agreement (and liability documents) accepting the terms under which the building usage is approved. Both the principal and the lessee must sign the agreement. 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 and in that event, 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 \$15 an hour fee charged for their services.
10. If the High School Auditorium is used, the lessee will also 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.

TYPES OF RENTALS:

#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.

Examples: In-service meetings, classes for credit, civic groups, Scouts, 4-H, church groups, class reunions, charities (have tax-exempt status with IRS) and sporting programs for students (if they are charged a fee [camps, etc], 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.”).

#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.

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** will be charged a commercial rate 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 for 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.

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	(Cleaning) \$20 / \$15 (Security)	\$75	\$210
Jr. High/Elem. Gym	(Cleaning) \$20 / \$15 (Security)	\$45	\$150
Lunchroom	(Cleaning) \$20 / \$15 (Security)	\$45	\$130
Classrooms	(Cleaning) \$20 / \$15 (Security)	\$30	\$160
Kitchen	(Cleaning) \$20 / \$15 (Security)	\$20 (+ Cook @ \$15 hr.)	\$120 (+Cook @ \$15 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 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.

Category: 4000 – BUSINESS	Procedure or Form Number: 4040f 1
Policy Title: FACILITY USE AND RENTAL APPLICATION	Effective Date: October 18, 2006

APPLICATION (To be filled out by Lessee): A COPY OF FACILITY USE GUIDELINES IS ATTACHED.

Application for use of school facilities will be considered on a first in time, first in right basis. Applications must be filed at least thirty (30) days prior to the planned usage and the signed agreement(s)* must be submitted for final approval no later than fifteen (15) days prior to the planned use. This timeline may be waived at the discretion of the building administrator. The district reserves the right to refuse permission for building use. The district or school will not rent to individuals or groups who do not disclose the purpose of the rental. If permission is granted, a Facility Use Agreement and liability documents will be issued. 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.

TYPE or PRINT SO IT CAN BE READ

I _____ representing _____
Name of Person (Lessee) Name of Organization

Address: _____ Phone #: _____

Do hereby request the use of the _____ at _____
Gym, Classroom, Property etc. (Be specific) Building/Property Location

The use/rental date(s) is/are _____ from _____ to _____.
(Fee is for 3-Hour Increments)

Type of activity is _____
Basketball practice, Scouts, Dinner, Reunion, Sales Event etc. Be specific

Person in Charge will be _____ and contact number _____

Name of On-Site Contact Person _____ and On-site Phone Number _____

May I use the district's _____ (Equipment)? Principal's approval? Yes _____ No _____
The person using it must be properly instructed in its operation and return it in good order.

USAGE PROVISIONS AND FEE ASSESSMENT: (To be filled out by District: not complete until all workers scheduled.)

Type of Group Requesting Usage: #1 _____ #2 _____ #3 _____ Rental Fee Assessed: \$ _____
(See Procedure and Fee Schedule #1 Beneficial #2 Private #3 For-Profit)

(List names of extra-duty personnel where applicable):

Is Custodian Regularly on Duty? Yes _____ No _____ If not, can Special Events Custodian cover or sub?
Principals retain the right to deny use when a custodian is not available or to add cleaning fee when work exceeds their limits.

Name: _____ Total Custodial Charge \$ _____

Approved Security Agent is _____ (Lessee Pays Agent \$15 Directly)

Phone #: _____ Date Contacted _____

Also Required and Why: _____ Other Fees Assessed \$ _____
(Cooks/Technicians/Police/Firemen or equipment, i.e. Body Mikes)

Name: _____ TOTAL \$ _____

Upon completion of the Facility Use Agreement, a copy of this form should go to all affected personnel, especially the custodial supervisor and custodian so they can coordinate their work to open/close the building and do the cleaning. School must make arrangements with qualified technicians, cooks and other required persons. (File this application with rental agreement and send to District Office with payment.)

***This is an application only and final approval of request is subject to administrative approval of the following:
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.
Applicants wanting to use the High School auditorium must also sign an Auditorium Agreement.**

Applicant's Signature Building Principal/Designee Signature

Date of Application Date Application Accepted

Snake River School District 52, 103 South 900 West, Blackfoot, Idaho 83221

Category: 4000 – BUSINESS Procedure or Form Number: 4040f 2

Policy Title: FACILITY USE AND RENTAL AGREEMENT Effective Date: October 18, 2006

I _____ representing _____

Agree to these conditions in order to rent the _____ at _____

The use/rental date(s) is/are _____ from _____ to _____ (Fee is for 3-Hours)

Type of activity is _____ Also has approval for: _____ (Equipment)

- AGREEMENT CONDITIONS:**
- In consideration of the payment of rent and the mutual-agreement hereinafter contained, the District hereby leases and demises to the Lessee the requested premises for a specified number of hours. All fees are due fifteen (15) days prior to the event. *LESSEE AGREES TO PAY A BASIC RENTAL FEE OF:* \$ _____
 - No cleaning fee will be charged for any Category (#1, #2, #3) if meetings or activities occur when a regular custodian is on duty to clean the area and to open and close the building, *unless it is determined by the principal at the time of application that clean-up will be beyond the scope of the custodian's hours and then a \$20 fee may be charged.* This fee will be in addition to the rental fees charged to Categories #2 and #3. The district will provide garbage cans for the lessee's group to use and the lessee also agrees to return furniture and equipment to its proper place and leave the room in order. Further clean-up will be done by a custodian. Should the meeting or activity be scheduled on Saturday, or when a custodian is not on duty, Lessee agrees to pay a designated security agent \$15 (*contracted separately*) to open and close the building.
LESSEE AGREES TO PAY THE ASSESSED CLEANING FEE OF: \$ _____
 - LESSEE AGREES TO PAY CHARGES ASSESSED FOR:* (List, if other*: _____)
 - If the high school auditorium is used, the lessee will also be required to sign an Auditorium Use Agreement and pay a qualified technician \$10 an hour (up to \$100), plus any other specified charges. Fee: \$ _____
 - If the kitchen is used, a cook must be present and a \$10 an hour fee will be charged. Fee: \$ _____
 - *Other expenses such as specialized equipment (body mikes) or policemen/firemen. Fee: \$ _____
 - LESSEE HEREBY AGREES TO,* and by these presents does, hold the District harmless against any and all claims, liabilities, damages, losses, accidents, or causes of accidents that may be sustained to persons or property resulting from the occupancy and use of the above described premises by the Lessee.
 - Signed Hold Harmless Agreement is received and attached. (*Principal/Designee Initial*) _____
 - For-Profit Groups must sign a Waiver of Liability and Indemnity Agreement and provide a \$500,000 Proof of Insurance Certificate to attach to this document. (*Principal/Designee initial*) _____
 - LESSEE AGREES TO* designate a responsible adult(s) (Contact) 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; shall 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.
Contact Name: _____ On-Site Contact Phone #: _____ District Contact # _____
 - LESSEE AGREES TO* pay for any and all damages which may occur to the property and/or facility as a result of this agreement. 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/ individual's privileges for exhibiting undue disorder or disregard for property.
 - LESSEE AGREES NOT TO DISCRIMINATE* against anyone on any basis pursuant to state and federal law.
 - LESSEE SHALL COMPLY* with all state and local fire, health and safety laws while using the facilities.
 - LESSEE AGREES* that no drugs, alcohol, or tobacco will be allowed on school property and shall ensure that its agents or activity participants do not enter upon or perform any services on the Property while under their influence.
 - This Usage Agreement is for specific rooms/areas and for specific times. If more time is needed or if other rooms/areas are needed, it is understood that prior arrangements must be made at least 24 hours in advance.
 - Any school equipment to be used must be approved by the principal prior to its use. The person using it must be properly instructed in its operation and return it in good order.
 - If schools close early, all non-school activities are cancelled and district is not responsible for notifying lessee.
 - 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 herein above contained are violated, then and in that event, 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.

Signature of Organization/Individual (Lessee) Date Signature of School Official (District) Date

Category: 4000 COMMUNITY RELATIONS	Procedure or Form Number: 4040f 3
Policy Title: FACILITY USAGE AUDITORIUM USER AGREEMENT	Effective Date: October 18, 2006

I _____ representing _____
Name of Person (Lessee) Name of Organization

do hereby agree to the following conditions for the use of the Snake River High School/Jr. High Auditorium.

The use/rental date(s) is/are _____ from _____ to _____
(Fees are for 3 Hours)

Type of activity: _____

Event supervisor(s) will be: _____ Contact # is: _____
This is the person who will be in charge of specifically supervising the participants and premises during the event.

CONDITIONS:

1. Lessee agrees to hire a certified lighting/sound technician from the list of approved technicians at a rate of \$10 per hour up to \$100 per event. (The approved list of technicians can be obtained from the Snake River High School front office.) Any additional technicians needed to run the light board, soundboard or spot lights must also come from the approved list and be paid at the same rate.
2. Lessee agrees to check all doors leading out of the auditorium, including emergency access exits and workroom and dressing room exits at the end of the event.
3. Lessee shall make certain all lights are turned out in the house area on stage and in the back dressing rooms at the end of the event.
4. Lessee agrees to manage or move the stage curtains only through the use of the pulleys or draw strings in the back of each curtain. (Pulling the curtains by the fabric tears the curtains and ruins the braking system on the tracts above.)
5. Lessee agrees to completely remove any decor put up for their event. Lessee agrees not to attach any decorations to the curtains or the bars or tracks the curtains are attached to. Other empty bars may be used.
6. Lessee agrees to take out the trash from the stage, dressing room, and audience areas at the end of the event.
7. Lessee agrees to remove any other props or objects brought in for the event at the end of the event so that the area is clear and empty for the immediate use by other groups the following day.
8. Lessee agrees to repaint the floor flat latex black, if the stage has been changed by its group in color or texture. This is to be done immediately so that another group may use the stage the following day. Paint and rollers for this are available, but needs to be arranged with the Drama director at the high school ahead of time so that the supplies are available.
9. Lessee agrees to return the screen to the up position, and, if the projector is used, make certain it is turned off and the remote control devices for the projector are secured in the utility closet. A key to this closet will be provided, if needed.) A lap top is available for power point presentations, DVD film presentations, or internet access applications. **An additional technician will be necessary if you need assistance using the projection equipment.**
10. A rental fee of \$25 will be charged for the use of each wireless body microphone. Other microphones can be used without the additional rental cost. A CD player is also available for use. **All sound equipment must be managed by a certified technician.**
11. In the event that any of the above points of agreement are not observed, Lessee agrees to pay restitution for any costs incurred because of the violation. (Please be aware that sound, lighting, curtains and other theater equipment can run in the thousands of dollars.)

 Signature of Organization/Individual (Lessee)

 Printed Name

 Address

 Phone Number

 Signature of School Official (Lessor)
 Date

SNAKE RIVER SCHOOL DISTRICT #52
HOLD HARMLESS AGREEMENT
FOR USE OF BUILDINGS AND FACILITIES

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, _____, an agent or officer, acting for and on behalf of

(Organization)

for and, in consideration of the use of the facilities of Snake River School District #52, located at:

(Building or Facility)

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. Neither the undersigned nor 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.
3. To immediately notify the School District of any conduct or circumstances which bring about injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
4. To reimburse the School District any and all damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages. Prompt payment shall mean within thirty (30) days of completion of the event.

5. 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.
6. 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.
7. This agreement shall be governed by the laws of the state of Idaho.
8. 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 _____, 20____ at Blackfoot, Idaho.

School Official Representing District #52

Signature of Person Responsible

Organization

**SNAKE RIVER SCHOOL DISTRICT #52
CONTRACT FOR USE OF BUILDINGS AND FACILITIES
Waiver of Liability and Indemnity Agreement**

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, _____, an agent or officer, acting for and on behalf of

(Organization)

for and, in consideration of the use of the facilities of Snake River School District #52, located at:

(Building or Facility)

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 agent of the School District, including elected or appointed officials, and persons acting on behalf 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 claim or demands arising out of the use of any facility of Snake River School District #52.

THE UNDERSIGNED FURTHER AGREES TO:

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 and name the School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement and submitted to the building principal fifteen (15) days prior to using or occupying the premises. The amount of Insurance coverage per occurrence can be modified as determined appropriate by the board.

3. Neither the undersigned nor 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 injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.

5. To reimburse the School District any and all damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages. Prompt payment shall mean within thirty (30) days of completion of the event.
6. 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.
7. 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.
8. This 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 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 _____, 20, _____ at Blackfoot, Idaho.

Organization

Signature of Person Responsible

School Official Representing District #52