

Scheduled events can be viewed from the following link:

<http://www.communityuse.com/default.asp?acctnum=334278671>

If you would like to request the use of a school district facility you can download the rental/use agreement from this same site and fax it to 955-0293 Attn: Ben Gleaton. Or it can be dropped off at 711 E. Porter Street, next to Fremont Teed Elementary. Please include a copy of your organizations certificate of liability insurance listing Kuna Jt. School District No. 3 as a certificate holder. Please allow 10 working days before event to process your request. If you have any questions you can contact Ben Gleaton at 955-0296

**RENTAL/USE OF SCHOOL FACILITY AGREEMENT  
KUNA JT. SCHOOL DISTRICT NO.3  
1450 BOISE ST.  
KUNA, IDAHO 83634**

KUNA JT. SCHOOL DISTRICT NO. 3, hereinafter referred to as the "SCHOOL DISTRICT," hereby grants to \_\_\_\_\_, an organization qualified to use school equipment and facilities, hereinafter referred to as the "ORGANIZATION," the right to use and occupy the following described school facilities: \_\_\_\_\_.

**Date of Rental:** \_\_\_\_\_

The ORGANIZATION requests the facility will be open by \_\_\_\_\_ am/pm and agrees to vacate the facility by \_\_\_\_\_ am/pm.

The SCHOOL DISTRICT and the ORGANIZATION covenant agree that the use and occupation of said premises shall be under the following conditions:

1. The ORGANIZATION does hereby agree to abide by the POLICIES governing use or rental of school buildings and equipment.
2. As its official representative to deal with the SCHOOL DISTRICT, the ORGANIZATION has designated:

_____	_____	
(contact name)	(address)	
_____		
(phone no.)	(fax no.)	(email address)

3. The agreed rental fee for the use of the premises is \$\_\_\_\_\_.
4. In addition to the rental fee listed on the rental worksheet, the ORGANIZATION agrees to pay the SCHOOL DISTRICT any fees due for time beyond the amount on the worksheet.
5. The ORGANIZATION hereby acknowledges that it is liable for any damage to school facilities and equipment incurred while the ORGANIZATION was using the school premises and will immediately pay the SCHOOL DISTRICT for such damages.
6. The ORGANIZATION has assumed responsibility for all liabilities arising incident to the occupancy of the facilities and agrees to save and hold harmless the SCHOOL DISTRICT.
7. The SCHOOL DISTRICT will require proof of liability insurance.
8. The ORGANIZATION agrees further to prohibit the use of intoxicants or tobacco anywhere on the SCHOOL DISTRICT property.
9. The ORGANIZATION agrees to provide adequate adult supervision at all times.
10. For functions with 200 or more participants, the ORGANIZATION is required to supply private and/or public law enforcement personnel.

\_\_\_\_\_  
Name of School Facility

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Principal/Supervisor Signature      Date

\_\_\_\_\_  
Organization Representative      Date

Attachments: \_\_\_\_\_ Signed Fee Schedule

\_\_\_\_\_ Proof of Liability Insurance

***(This agreement is not complete without the attachments.)***

**GUIDELINES**  
**FOR SCHOOL FACILITIES RENTAL FEE**  
**SCHEDULE**

- **FEES MAY BE WAIVED OR PRO-RATED IF YOUR ACTIVITY IS FOCUSED ON KUNA YOUTH**

**FEES WILL BE CHARGED FOR:**

- **Church functions**
- **Any non-profit organization using facilities for fund raisers**
- **Any event or organization charging an entry/participation fee**
- **Private receptions or parties**

**Kuna Jt. School District No. 3**  
**School Facilities Rental Agreement Worksheet/Fee Schedule**

A. BUILDING	FEE SCHEDULE	RENTAL CHARGES	COMMENTS
<b>HIGH SCHOOL</b>			
Gym	\$25/HR OR \$125/DAY		
Commons/Cafeteria	\$25/HR OR \$125/DAY		
Kitchen (employee attendance required \$25/hr)	\$25/HR OR \$125/DAY		
Computer Lab (employee attendance required \$25/hr)	\$100/DAY		
Classrooms(s)	\$25/DAY		
Library	\$25/DAY		
Other			
<b>MIDDLE SCHOOL</b>			
Gym	\$25/HR OR \$125/DAY		
Cafeteria	\$20/HR OR \$100/DAY		
Computer Lab (employee attendance required \$25/hr)	\$100/DAY		
Classrooms(s)	\$25/DAY		
Library	\$25/DAY		
Other			
<b>OLD GYM DOWNTOWN</b>	\$15/HR OR \$50/DAY		
<b>HUBBARD/INDIAN CREEK/ROSS/TEED/REED/CRIMSON POINT</b>			
Cafeteria	\$15/HR OR \$50/DAY		
Classrooms(s)	\$25/DAY		
<b>TEED/CRIMSON POINT</b>			
Gym	\$25/HR OR \$125/DAY		
<b>B. EQUIPMENT NEEDED</b>			
<b>C. CUSTODIAL SERVICES</b>			
	\$25/HR		
Services Needed			
Time Needed			
<b>TOTAL COSTS</b>			Transfer to Rental Agreement
<b>D. PROOF OF LIABILITY INSURANCE</b>			
	<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>E. RENTAL AGREEMENT SIGNED</b>			
	<input type="checkbox"/> YES <input type="checkbox"/> NO		

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Principal/Supervisor

\_\_\_\_\_  
Organization Representative

## Facility Rental/Use Summary

**\*\*When applicable, please attach a detailed schedule that includes dates, times, and the locations you are requesting use of along with this packet. If possible please include coach and team names.**

Please give a brief description of the event:

---

---

---

---

How many people do you plan on attending this event?

---

Is this event sponsored by a non-profit organization? Yes or No (circle one)

Is this event a fund raiser? Yes or No (circle one)

Will there be an entry or participation fee charged? Yes or No (circle one)

Is this a school sponsored activity? Yes or No (circle one)

Please list any special requests:

---

---

---

**\*\*Special Requests and use of equipment are all contingent availability and/or approval from Facilities Supervisor prior to event.**

Please circle equipment requests: (see equipment fee schedule for cost)

Podium                      # of Chairs\_\_\_\_\_                      # of Tables\_\_\_\_\_

Projection Screen      Sound System                      # of Microphones\_\_\_\_\_

Stage -Only in front of the apron, behind the curtain, or Entire Area (circle areas needed)

TV and VCR or DVD

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**GENERAL REQUIREMENTS**

1. The superintendent is hereby authorized to determine rental fees to be assessed for the usage of school facilities and equipment. The superintendent also has the authority to reject any or all applications for rental or use of district facilities and equipment. The district reserves the right to refuse rental of any facilities at its discretion.
2. The approved applicant must agree to:
  - a. Save and hold harmless the district;
  - b. Assume full responsibility for all liabilities arising incident to occupancy or use; and
  - c. Repair or replace any damage to the facility or equipment incurred as a result of the use or rental of the district facilities.

**SPECIAL REQUIREMENTS AND RESTRICTIONS ON USE**

1. An extra hourly overtime rate may be charged for supervision and/or custodial services.
2. A cleaning deposit may be required at the discretion of the building supervisor.
3. The following activities will not be allowed on district property:
  - a. Consuming or using tobacco, alcohol, or drugs;
  - b. Engaging in games of chance or any activities that suggest gambling or games of chance; or
  - c. Teaching or promoting of any activity that is intended to disrupt or damage the district.
4. Additional restrictions on use of district facilities and equipment:
  - a. Any special decorations must be erected in a manner approved by the fire marshal and the district. Removal must be completed immediately following the function.
  - b. The use of any special equipment must be identified in the application and, if necessary, may require district personnel to operate. Overtime compensation will be paid by the applicant.
  - c. The applicant may be required to provide supervision and police security, as determined by the superintendent.

The requesting organization or individual granted use must follow all policies, rules, and regulations of the board regarding the use of district property or facilities and the conduct of persons in or on district property or facilities, whether now or hereafter adopted.

The use of the property or facilities will not, in any way, interfere with the operations of this district or any of the programs or activities of the district. If required for district purposes, it is understood that the right is reserved to withdraw or rescind the grant of the use of the property or facilities on short notice. The board assumes no responsibility for properties left on the premises by the applicant. The board or its representatives will have free access to all rooms at all times.

Cafeteria kitchens may not be used without the employment of authorized district personnel for supervision purposes.



**LEGAL REFERENCE:**

*Idaho Code* Section 33-601(7)

**ADOPTED:** July 13, 2004

**AMENDED:**

**Please Sign & Date to indicate you have received and read a copy of Kuna Joint School District No. 3 - Policy No 910 (Rental/Use of School District Facilities)**

---

**Name of Organization**

---

**Organization Representative Signature** **Date**

**CONTRACT FOR USE OF KUNA JOINT SCHOOL DISTRICT NO. 3**

**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 \_\_\_\_\_

for and in consideration of the use of the facilities of Kuna Joint School District No. 3

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 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, suites, injuries, or any other claim or demands arising out of the use of any facility of the Kuna School District No. 3.

**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 and employee, agent, representative or any person acting for or on behalf of Kuna School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of Kuna School District No. 3.
2. Neither the undersigned or the organization which is 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 an 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 for any damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages.
5. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District is said waiver of liability is required by the School District.
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 \_\_\_\_\_, Idaho.

\_\_\_\_\_  
 School Official Representing  
 Kuna School District No. 3

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

\_\_\_\_\_  
 Organization