

# Kimberly School District #414

## Facilities Use Agreement 4330F

### Application for Use of School Facilities

APPLICANT/GROUP \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ PHONE (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

PURPOSE \_\_\_\_\_

#### **FACILITY REQUESTED:**

- \_\_\_\_\_ LA Thomas
- \_\_\_\_\_ Gym
- \_\_\_\_\_ Classroom
- \_\_\_\_\_ Grounds
- \_\_\_\_\_ Other
- \_\_\_\_\_ Kitchen

#### **School Sites:**

- \_\_\_\_\_ Kimberly High School
- \_\_\_\_\_ Kimberly Middle School
- \_\_\_\_\_ Kimberly Elementary
- \_\_\_\_\_ Stricker Elementary

Date(s) requested \_\_\_\_\_

Time door should be opened \_\_\_\_\_ Time door should be locked \_\_\_\_\_

On-Site supervisor of activity, (include contact phone number) \_\_\_\_\_

Student and school-related organizations shall be granted the use of school facilities at no cost. Non-profit organizations granted the use of the facility shall pay actual district cost. For-profit organizations will be assessed a fee determined by the superintendent or designee. At a minimum, the fee for for-profits will be the actual cost of the district.

Estimated Charges \_\_\_\_\_

The Superintendent will determine if other programs not listed comply with the intent of Board Policy to qualify as a charity program. Each case will be reviewed individually.

#### **COMMENTS:**

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#### **RULES:**

1. No smoking in the school buildings or school grounds.
2. No alcohol use allowed in the school buildings or on school grounds.
3. If the activity involves minor children that will be directed by an adult supervisor, the requesting organization must provide proof of the following, suitable to Kimberly School District: All adult supervisors have undergone a background check and are trained in duty to report abuse, neglect, and suicidal tendencies. If the activity is a full contact sport, adult supervisor must be trained in CPR, First Aid, and concussion protocols.
4. Full contact football will be allowed on Kimberly School District property for students in grades 4-12 from August 1<sup>st</sup> to the end of the high school football season. The only exception will be for Kimberly School District teams following the IHSSA guidelines.
5. All persons participating in athletic activities in the gym(s), must wear approved gym shoes.
6. Moving or adjusting school equipment must be approved by the building principal.
7. All property not belonging to the school system is to be removed after the last performance or the following day after use of the school facility.
8. Damage to school district will be the responsibility of the organization utilizing Kimberly School District facilities.
9. The agency or organization agrees to reimburse the school district for any costs the district may incur

due to the agency or organization's failure to comply with section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA).

10. To indemnify and hold harmless Kimberly School District its agent, 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 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.
11. Entities using the facilities shall provide the district with a certificate of liability insurance from the user for at least \$1,000,000 with an endorsement naming the district as an additional insured on the user's policy.
12. Neither the undersigned nor the organizations 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 organizations arising out of the use of the facilities of the School District.
13. To immediately notify the School District of any conduct or circumstances which bring about an injury to person(s) 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.
14. To reimburse Kimberly School District for any damages or losses caused by the organization's use of the school facilities and agrees to pay for said damages within 60 days.
15. To obtain an individual waiver of liability for each participant in any program that involves the use of any facility of the Kimberly School District if said waiver of liability is required by the School District.
16. 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 Kimberly School District for all legal expenses and costs reasonably incurred.
17. 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.
18. This agreement shall be governed by the laws of the State of Idaho.
19. 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 representative, successors and assigns of the parties to this agreement.

**TOTAL FEES:** \_\_\_\_\_

The undersigned hereby agrees to hold harmless and indemnify the Kimberly School District #414 from and against any and all claims of any kind or nature arising out of the use of the district's premises or facilities including, but not limited to costs, attorney fees, judgments, awards or any other cause of action.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Kimberly, Idaho.

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

Printed Name of Person Responsible \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

<b>APPROVED:</b>	
_____	_____
Building Principal	Maintenance Director
_____	_____
Athletic or Food Service Director	Superintendent