

**1. LEGAL STATUS OF SCHOOL BUILDINGS:**

The board of education shall have the care and keeping of all school buildings and other school properties belonging to the district. They shall have authority to open any or all school buildings for purposes that keep with the general philosophy of the district. The board of education may at any time it thinks best, refuse to open any and all school buildings for any or all purposes that are not keeping with the philosophy of School District # 413. The Board of Trustees recognizes that the school buildings and other school properties are not open forums.

**2. REGULATIONS ON USE OF SCHOOL BUILDINGS:**

School buildings represent a heavy investment by taxpayers of the local school district. There are many evenings while a school term is in session that school facilities are not in use for school purposes, as well as many days during the summer that school buildings and grounds are not utilized for educational ends.

Since it is a policy to raise through taxation funds for the operation of the school's educational program only, the board finds it necessary to charge a fee for the use of school buildings and facilities by organizations not directly associated with the schools. These fees will be used to defray a portion of the expenses made by increased use of heat, light, and janitorial services.

**3. APPLICATIONS FOR USE OF FACILITIES:**

Organizations wishing to schedule use of school facilities will make application to the respective building principals.

**DIRECTIONS FOR APPLICANTS:**

1. We request that you submit your application a minimum of 2 weeks prior to your intended use dates.
2. Fill out pages 2 and 3.
3. Submit all pages to building principal of the facility that you wish to use.
4. If your request is for multiple facilities, then your application should be submitted to the district office to the attention of the superintendent.
5. The District office will notify you of its acceptance and approval or denial.

**CONTRACT FOR USE OF SCHOOL DISTRICT NO. 413  
BUILDINGS AND FACILITIES WAIVER OF LIABILITY, INDEMNITY, AND APPLICATION FOR USE  
AGREEMENT**

READ THIS DOCUMENT CAREFULLY--BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN RIGHTS  
AND ASSUME CERTAIN RESPONSIBILITIES INCLUDING FOLLOWING ALL FILER SCHOOL DISTRICT  
POLICIES AND RULES:

I, \_\_\_\_\_, an agent or officer, acting for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ for and in consideration of the use of the facilities of School District No.

413, located at \_\_\_\_\_ (building(s) or facility(ies)) do 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,  
suits, injuries, or any other claim or demands arising out of the use of any facility of School District No. 413.

**THE UNDERSIGNED FURTHER AGREES:**

1. To indemnify and hold harmless Filer 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.
2. Neither the undersigned or the organizations 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 organizations 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 Filer 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.
5. To obtain an individual waiver of liability form each participant in any program that involves the use of any facility of the Filer School District if 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 Filer 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.

**GENERAL RULES:**

1. No smoking in the school building or on School Grounds.
2. No alcohol use in the school building or on School Grounds.
3. All persons participating in athletic activities in the gymnasium, must wear approved gym shoes.
4. Moving or adjusting school equipment must be approved by the building principal
5. 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.
6. Any damage to school property is prohibited. An estimate of damage will be determined and the organization will be sent a bill for damages.
7. Custodial fees (hourly rate plus mileage if an after-hours activity) will be assessed if the use of the building requires additional custodial services due to excessive services needed (as determined by administration.)
8. 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).
9. Report issues that may arise during your event to the building principal. Issues may include damage to facilities or equipment, missing equipment, or unauthorized persons in the facility. Basically, anything out of the ordinary functioning of the facility.

E-MAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST. \_\_\_\_\_ ZIP \_\_\_\_\_

**SCHOOL REQUESTED (Please check all that apply:)**

**FACILITY (Please check all that apply:)**

- |   |   |                                     |                                     |
|---|---|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Filer High           | <input type="checkbox"/> Filer Middle     | <input type="checkbox"/> Gym        | <input type="checkbox"/> Auditorium |
| <input type="checkbox"/> Filer Intermediate   | <input type="checkbox"/> Filer Elementary | <input type="checkbox"/> Classroom  | <input type="checkbox"/> Grounds    |
| <input type="checkbox"/> Hollister Elementary |   | <input type="checkbox"/> Other Area |                                     |

Date(s) requested: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Group requesting use:  Filer Club/Sport  Filer Community Group  Recreation Department  AAU

Idaho Prep Basketball  Club Volleyball  Other Group: \_\_\_\_\_

Purpose of request: \_\_\_\_\_

Onsite supervisor of activity: \_\_\_\_\_

Day phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

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

**Person Responsible (Printed):** \_\_\_\_\_ **Date of this agreement:** \_\_\_\_\_

**(Signature):** \_\_\_\_\_

**GYMNASIUM USE: Fee Table for both Practice Times and All-Day Events**

Payment is due to the Filer School District prior to the scheduled event. \*(Fees include maintenance and janitorial services, facility is to be left as it was found, or additional fees may be assessed):

**Practice Time (Usually 90 minutes to 2 hours):**

<b>FACILITY/GROUP DESCRIPTIONS</b>	<b>FHS</b>	<b>FMS</b>	<b>FIS</b>	<b>FES/Hollister</b>
Filer School District Teams/Clubs	No Charge	No Charge	No Charge	No Charge
Filer *Non-profit Community Groups and Recreation Department	No charge	No charge	No charge	No charge
Athletic Private Organizations (AAU, Idaho Prep Basketball, Club Canyon, etc) made of up 100% Filer students	No charge	No charge	No charge	No charge
Athletic Private Organizations made up of mixed students 50% or more (students from other districts as well as Filer students)	\$5 per hour	\$5 per hour	\$5 per hour	\$5 per hour
Private Organizations with no direct connection to FSD less than 50% FSD students	\$10 per hour	\$10 per hour	\$10 per hour	\$10 per hour

**Whole Day Event or Tournament:**

<b>FACILITY/GROUP DESCRIPTIONS</b>	<b>FHS</b>	<b>FMS</b>	<b>FIS</b>	<b>FES/Hollister</b>
Filer School District Teams/Groups	No Charge	No Charge	No Charge	N/A
Filer *Non-profit Community Groups and Rec Department	No Charge	No Charge	No Charge	N/A
Athletic Private Organizations (AAU, Idaho Prep Basketball, Club Canyon, etc.) made up of mixed students (students from other districts as well as Filer students)	\$250 per day	\$100 per day	\$100 per day	N/A
Private Organizations with no direct connection to FSD	\$250 per day	\$150 per day	\$150 per day	N/A

\*\*The building principal may adjust the above fee schedule as needed.

-----DO NOT FILL OUT BELOW THIS LINE-----

**SCHEDULE OF FEES**

**AUDITORIUM:** Performances: \$80.00 per performance.  
Conventions: \$250.00 for weekend use.

**GYMNASIUMS:** See fee table on previous page.

**CLASSROOMS OR CENTRAL AREAS:** There will be a basic charge of \$50.00 for the use of a classroom or other general areas.

**Charges:** \_\_\_\_\_ Daily Rate  
X \_\_\_\_\_ Number of Dates  
\_\_\_\_\_ Subtotal ***(Please remit to the Filer School District prior to the scheduled event.)***  
\_\_\_\_\_ Additional Fees will be assessed if areas aren't left clean and undamaged.  
\_\_\_\_\_ Total

**Approved by:**

Building Principal: \_\_\_\_\_ date: \_\_\_\_\_  
Building Principal: \_\_\_\_\_ date: \_\_\_\_\_ **(If required)**  
Building Principal: \_\_\_\_\_ date: \_\_\_\_\_ **(If required)**  
Athletic Director: \_\_\_\_\_ date: \_\_\_\_\_ **(If required)**  
Maintenance Director: \_\_\_\_\_ date: \_\_\_\_\_ **(If required)**  
Food Service Director: \_\_\_\_\_ date: \_\_\_\_\_ **(If required)**  
Superintendent: \_\_\_\_\_ date: \_\_\_\_\_  
Staff member(s) assigned to assist event: \_\_\_\_\_ Phone: \_\_\_\_\_

\*Nonprofit organizations are those sponsored by groups where the benefit or proceeds are such that many people will benefit. Nonprofit organizations include (but may not be limited to) Red Cross, Salvation Army, Idaho Youth Ranch, Quick Response Units, Boy Scouts, and Girl Scouts. Nonprofit organizations do not include programs, organizations, and/or clubs that benefit only a few or are selective in nature or exclusive in their membership. ***The Superintendent will determine if other programs not listed comply with the intent of Board Policy to qualify as a nonprofit organization. Each case will be reviewed individually.***