



Building Rental Policy and Procedures

When the buildings in Idaho Falls School District 91 are not being used for educational purposes, the community is welcome to use them, as long as the buildings are used in ways that are compatible with the purposes for which they were designed. The district currently operates four high schools, two middle schools, 12 elementary schools, as well as other buildings that house administration and district staff.

The Superintendent of Schools has established rules and procedures for building rentals as outlined in Board Policy 310 and 504. These rules have been established to protect and preserve district property. Building principals have been charged with scheduling and renting the buildings over which they have responsibility.

These buildings have all been paid for with voter-approved bonds over the existence of Idaho Falls School District 91, and as such, we expect that they be treated with respect. We also ask that those renting the buildings be wise in their activities and careful in how they care for our buildings.

We hope you enjoy your time in our schools. Please let us know if there's anything we can do to better benefit our students or those who will rent and use our buildings in the future. If you have any questions, please contact the building principal or the Director of HR & Finance.



Idaho Falls School District 91

A World Class Education

Idaho Falls School District 91 Building Use/Rental Terms and Conditions

1. Renter agrees to return the premises to Owner in the same condition it was received, excluding reasonable wear and tear. Abnormal or unreasonable cleanup necessitated by Renter will be subject to additional expense which Renter agrees to pay to Owner within 30 days of receiving an invoice. The hourly rate charged will be the same as contained in the fee schedule. The Renter shall furnish adequate supervision at all times to protect the Owners property from damage or loss arising from the use of district property. Any loss sustained by the Owner in connection with this agreement shall be restored at the Renter's expense.
2. The Renter is responsible for the safety of all participants using district premises and agrees to save and hold harmless Owner from any claims arising from this agreement. First Aid Stations or any other special services required to protect the safety and welfare of participants will be provided at the Renter's expense.
3. The Renter agrees to provide a liability and property damage Certificate of Insurance in the amount of \$1,000,000 naming Idaho Falls School District 91 as an additional insured prior to the date of the event. If such certificate is not obtainable, each participant must sign the Waiver and Release of Liability and Assumption of Risk form provided by Owner.
4. If due to catastrophe or any other cause beyond the owner's control said premises are not available for use during the use period, Owner shall not be held liable for any damage, expense or any other loss incurred by the Renter.
5. In the event it becomes necessary to secure legal services to obtain payments due under this agreement or in the enforcement of any of the provisions set forth, Renter agrees to pay additional fees to cover Owner's legal expenses and costs.
6. Renter agrees to use the building only for the purpose specified in this agreement.
7. Failure to comply with the Terms and Conditions of this agreement may result in denial of future building use privileges and/or non-waivers of fees. This includes ending activities at the time identified in this rental agreement.
8. Each Building Administrator may specify additional terms and conditions as they apply to individual buildings. These additional terms and conditions are considered part of this agreement when attached to this agreement and are to be acknowledged by the Renter by initialing in the prescribed box on the agreement.
9. When this agreement is signed Renter will pay 50% of the total amount due to reserve the building on the dates indicated in the agreement. The remaining 50% shall be paid prior to using the facility.
10. When possible, Club Sports, YMCA teams, and other organizations involving School District 91 students as participants, should use the district building where the majority of participating students presently attend, or will attend, as they advance through the school system.
11. The State of Idaho requires schools to collect tax for the rental of facilities unless the renter charges admission to their event (an ST-101 is required to be filled and given to the school as it is considered a "purchase for resale" by the State of Idaho), or the purpose of the event is for an educational or religious purpose. (<https://tax.idaho.gov/i-2067.cfm>)

Rates, Categories, & Activity examples

Building Use Rates	
Facility/Room/Service	Hourly Charge
High School Auditoriums/Little Theatres	\$40
Middle School Auditoriums/Theatres	\$55
High School Main Gymnasiums	\$105
High School Auxiliary Gymnasiums	\$70
Middle School Gymnasiums	\$75
High School Libraries	\$40
Middle School Libraries	\$40
Elementary Libraries	\$25
High School Lunch Rooms/Cafeterias	\$30
Middle School Lunch Rooms/Cafeterias	\$30
Elementary Multipurpose/Cafeterias/Gyms	\$30
Ravsten Stadium	\$245
Classrooms	\$15 each
Band & Choir Rooms	\$15 each
Custodians (charged if extra time incurred)	\$20 each

***Minimum rental is two (2) hours per use. Uses are in one (1) hour increments**

Renter Categories				
	501(c)3 Non-Profit Organizations*		Other Organizations	
	Category A	Category B	Category C	Category D
	50% or more of participants are District 91 students	Less than 50% of participants are District 91 Students	50% or more of participants are District 91 students	Less than 50% of participants are District 91 Students
Rental Fees	No	Yes**	Yes**	Yes
Custodial Fees (if incurred)	Yes	Yes	Yes	Yes
Insurance Certificate of Release of Liability	Yes	Yes	Yes	Yes

* 501(c)3 status must be evidenced by an IRS determination letter.

** Rental discounts may be applied by building administrators based on individual circumstances.

Specific Activity Examples			
	Custodial Fees if incurred	Rental Fees	Insurance Certificate or Release of Liability
IHSAA Tournaments	Yes	Yes	Yes
Rentals by political or religious organizations	Yes	Yes	Yes
Fundraisers for school teams/clubs	Yes	No	Yes
City of Idaho Falls Joint Use Agreement	No	No	Yes (District Office responsibility)
Club sports that feed into district programs	Yes	No	Yes
YMCA Teams	Yes	No	Yes

Building Rental Agreement

Contact/User Information

Building Contact:	Renter Contact Name:
Building:	Business Name:
Address:	Renter's Address:
City, State, Zip: Idaho Falls, Idaho	City, State, Zip:
Phone:	Renter's Phone:
	Event Name:
	Intended use:
Date of Request:	Total Estimated attendees:
	Total Estimated District 91 Students:
	Will admissions be charged?

Rooms Requested

Room(s) requested	Dates Requested/Approved		Times Requested/Approved	
	Month	Date	Begin	End

Building Administrator Approval: _____ Date: _____

By signing this form, the renter certifies they are authorized to commit the above named Person/Business for the full amount shown due on the following page, and accepts all terms and conditions as set forth in this rental agreement.

Renter Acceptance: _____ Date: _____

Renter Acceptance and Acknowledgement of receiving and agreeing to Building Administrators additional Terms and Conditions: _____ Date: _____
(Initials)

Rental Charge Calculation – Building

Date	Room	Room Rate	Hours	Preliminary Amount	Discount	Charge Amount
Rental Charge Calculation – Custodial Time (charged when custodial support is necessary and a custodian is not normally working. This fee cannot be waived or discounted)						
Date	Hours	Rate		Charge Amount		
					Subtotal	
					Sales Tax 6%	
					Total	

Please make checks payable to Idaho Falls School District 91 and mail payment directly to rental location.

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

_____ (“Renter”) acknowledges that Renter is unable to provide a certificate of liability insurance required under the Building Rental Policy and Procedures of Idaho Falls School District No. 91 (“District”), and as a result, Renter and its principals agree to be personally responsible for and indemnify and hold harmless District, its agents, employees and assigns from all manner, action or actions, cause or causes, or actions, suits, injuries or any other claims or demands that may arise from any act of any kind or nature by employee, agent or representative or any person acting for or on behalf of the District concerning any claim, cause of action, suit, injury or damage arising out of renter’s use of the District facilities that are the subject matter of the rental agreement between Renter and the District. In addition, each of the principals, officers or directors of Renter agree to obtain the signature of every individual using the District’s facilities as part of the rental of such facilities by renter. In the event that participants who utilize the facilities but have failed to execute this Waiver and Release of Liability and Assumption of Risk, Renter’s principals, officers and directors agree to be personally responsible for any and all injuries of any kind or nature incurred by the non-signing participant and further agree to be responsible for any and all damages, of any kind or nature, incurred by the District that relate to the actions or omissions of any non-signing participant.

To be completed and signed by every individual using any District No. 91 Facility for a non-school related activity if the organization using the facility does not produce a certificate of liability insurance for the District.

Disclaimer: DISTRICT #91 IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF ANY OF ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT ANY DISTRICT PREMISES.

In consideration of the group participating in and the use of District No. 91 facilities, I hereby release and covenant not to sue District No. 91, its Board members, superintendents, directors, officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of District No. 91, including but not limited to any loss, injury, damage, or liability sustained while on or about any premises of District No. 91.

I am fully aware and understand that District No. 91 does not have on or about the premises, or employ, or contract with any medical services, provisions for ordinary or emergency medical service, including but not limited to emergency cardiovascular assistance. Furthermore, I am

aware that District No. 91 does not provide instruction or supervision of the facilities or equipment while I am using the same without an expressed arrangement to do so in writing.

I agree that immediately prior to participating in any activity occurring in or about District No. 91 facilities, I will inspect the facilities and equipment to be used and if any defect is apparent, I will not use the facility or equipment and I will notify the management of District No. 91 of the defect.

I further agree that if I am not knowledgeable in the proper use of any District No. 91 facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual before I will use the facility or equipment or I will insure that a qualified District No. 91 employee is on site while using the facility or equipment.

I further agree to indemnify and hold harmless District No. 91, its Board members, superintendents, officers, employees, representatives, agents, and lessees for any and all claims arising from my involvement in activities incidental thereto wherever, whenever, and however the claims may arise, including but not limited to travel to and from District No. 91 or related activity site and participation at remote sites.

I assume all of the foregoing risk and accept personal responsibility for any damages following any loss of property, injury, permanent disability or death resulting therefrom.

RENTER

By: Its Principals

SIGNATURE PAGE

I have read and fully understand the above waiver and release of liability and assumption of risk. I fully understand that I have given up substantial rights by signing this waiver of release of liability and assumption of risk and sign it voluntarily. Individuals under age 18 are also required to have a parent or legal guardian sign this form.

Name	Parent/Guardian	Date