

FACILITIES USE AGREEMENT

THIS AGREEMENT, made and entered into by and between the Twin Falls School District No. 411 hereinafter called the "Owner", and

Name _____ Address _____

City _____ State _____ Zip _____ Telephone _____

Hereinafter called "Permittee".

It is understood and agreed as follows: The permittee is hereby granted permission to use Twin Falls School District No. 411 facilities according to the following schedule and in consideration of the following charges:

FACILITIES:

DAY AND TIME TO BE USED:

PURPOSE:

CHARGES:

Rentals that charge attendees a fee will have the state sales tax levied.
If excess cleaning is required, you will be charged \$15 per hour per custodian.
If extra help is needed for sound or lighting, you will be charged accordingly.

ADDITIONAL REQUESTS:

Will admission be charged: Yes _____ No _____ Estimated number of people: _____

Name and address of Liability Insurance carrier:

The Permittee agrees that for and in consideration of the use of said premises Permittee will in addition to payment as above outlined:

1. Occupy said premises only as outlined in the agreement.
2. Provide necessary crowd supervision and control.
3. Be responsible for any loss of or damage to any of its property or its patrons during the event and time period hereinbefore set out.
4. Reimburse the owner for damages to facilities, equipment, and furnishings of the Owner, directly or indirectly attributable to the Permittee on account of the use for which this agreement is made.
5. Indemnify and forever hold harmless the Owner as per attached Building and Facilities waiver of Liability and Indemnity Agreement.
6. A deposit of one-half (2) the use fee (\$100 minimum) will be required.
7. It is mutually agreed between the Owner and the Permittee that either party may terminate this agreement upon a twenty-four (24) hour notice.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals on this ____ day of _____, 20____.

(Name of Organization)

Twin Falls School District No. 411

BY: _____
(Signature of Officer Responsible)

BY: _____
(School District Official)

**CONTRACT FOR USE OF SCHOOL DISTRICT NO. 411
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 School District No. 411, located at _____, do by this document
(address of building or facility)

agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of School District No. 411, including elected or appointed officials, and persons acting on behalf of School District No. 411 in any official capacity, temporarily or permanently in the service of School District No. 411, whether with or without compensation, from any and all manner of action or actions, cause of causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of School District No. 411.

THE UNDERSIGNED FURTHER AGREES

1. To indemnify and hold harmless School District No. 411, 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 of 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 damage arising out of the organization's use of the facilities of said School District.
2. The undersigned must have minimum liability insurance coverage of \$1,000,000 per occurrence.
3. Neither the undersigned or 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 of 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 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 for any damages or losses caused by the organization's use of school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant of any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. 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.
8. 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 of discharge is sought.
9. This agreement shall be governed by the laws of the State of Idaho.
10. 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.
11. See entire policy summarized above at <http://www.tfsd.org/YourDistrict/DistrictPolicy/tabid/181/Default.aspx>.

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 District Official

Signature of Officer Responsible