

MISSION:

The Board recognizes that

The schools belong to the community and that the maximum use of these facilities for the good of all is desirable.

The interest of all taxpayers must be safe-guarded and that school facilities may not be indiscriminately rented for particular uses of special groups except under well-planned regulations and rental schedules.

The community has a capital investment in school buildings and facilities; therefore, the Board believes such facilities should be used for legitimate community purposes by responsible organizations, associations, and civic groups for educational, cultural, civic, and recreational purposes outside school hours, when such use will not conflict with or handicap the school program.

PROCEDURE:

1. The School District facilities that may be rented under these policies include:
 - a. Auditoriums, small
 - b. Auditorium
 - c. Athletic Stadiums
 - d. Cafeteria
 - e. Classrooms
 - f. Gymnasiums
 - g. Miscellaneous
 - h. Computer Labs
2. The availability of facilities shall be determined by the Superintendent of Schools or his/her designee and the Principal of the school involved. In all instances, the use of the facilities by the school will come first.
3. Groups who use the facilities must provide adequate supervision for participants and spectators. A deposit in the amount of one-half ($\frac{1}{2}$) the projected use fee (\$100 minimum) will be required prior to rental of the facility. A \$35.00 scheduling fee (part of the deposit) is non-refundable. At the conclusion of the use, a reconciliation of fees will be made and additional charges (e.g. extra cleaning, damage) will be assessed to the renter. Physical damage done to school property by renting groups shall be paid for or replaced by renting groups to the satisfaction of the School District. All groups must provide a liability and property damage "Certificate of Insurance" in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured or certificate holder. Certificate must be received prior to the date of the event or effective rental date.
4. The fees collected for the rental of school property shall be paid to the Treasurer, Twin Falls School District No. 411, 201 Main Avenue West, Twin Falls, Idaho 83301. Questions about the school facility use are to be directed to the Director of Operations of the School District.

5. The District will have a custodian on duty during the times that school facilities are being used. The cost for custodial staff is included in the rental charge during normal business hours. If the facility is used past normal business hours a \$15.00 per hour after hour fee will be charged and added to the rental fee. If excess cleaning is required renter will be charged \$15.00 per hour per custodian. Use of kitchen facilities will require approval by the School Lunch Supervisor and a \$15.00 per hour, per person fee will be charged for kitchen staff.
6. The Twin Falls School District has leased the concession stands to a lessee. In accordance with the lease agreement, the lessee has the first right of refusal to operate the concession stands in all circumstances. If the renter desires to operate the concession stand, they must negotiate with the “lessee” and the school administration for said use.
7. The Superintendent or his/her designee may meet with other public agencies to review facility usage. Interagency agreements, e.g. City/School District, etc. may exchange use of facilities at no rental cost to either party. Any additional expenses, e.g. extended custodial hours, student assistants, technicians, repairs, or other additional out-of-pocket costs will be assessed and charged to the appropriate agency or organization. Examples of interagency agreements include: City youth and adult programs, law enforcement agency training and other government agency educational use. Any cost incurred outside the regular custodial workday will be agreed upon by the parties involved and assessed to the appropriate agency or organization.
8. No smoking or alcoholic beverages are allowed on any school property.
9. No fee will be charged for in-service programs which are offered exclusively for employees of the district. For the in-service program, seminar, or class to qualify it must be approved by the instruction committee.
10. Facilities will be used strictly for those purposes for which they were designed. No automobile shows, animal show/games, home & energy fairs or similar types of activities will be allowed in gymnasiums.
11. Libraries will not be rented for public use.
12. Rentals will generally not be available during the summer months because of summer maintenance.
13. Facilities will not be rented on holidays, e.g., Thanksgiving, Christmas, New Year’s Day and Easter or any other holiday when TFSD employees do not work.
14. Appeals concerning rental use must be made in writing to the Board of Trustees.
15. **HARDWARE:** Hardware provided in computer lab:
Current Technology Computers (exact specifications provided upon request).
Some Labs have Electronic Whiteboard and Projector attached to a Teacher Computer.
Black & White Laser Printer @ \$.10/page.

There are no telephone lines available to connect a laptop or other equipment with a modem.

Renter may not modify hardware configurations of School District systems under any circumstances. This includes, but is not limited to, changing or adding additional drives (hard drives, CD-ROMs, etc.), Expansion Cards, RAM, USB devices, or Input Devices.

Absolutely no food or beverages are allowed in the computer lab.

If equipment is damaged beyond normal wear or equipment is missing following an event, cost for repair and/or replacement will be billed to the renter. The renter is responsible to inspect all equipment and report any pre-existing damage prior to use.

16. SOFTWARE: Software provided on computers:
Windows 7 SP3 or Windows 10 or greater
Internet Explorer 11 or greater and Google Chrome
Windows Media Player 12 or greater
Office 2016 or greater
Bitdefender Virus Scan

Renter may request additional software. If the School District does not have licensing for the software, then the software requested must be provided by the renter and received at least three weeks prior to event in CD-ROM format and with proof of licensing.

Software may be sent to the Computer Lab Rental Manager at 201 Main Avenue West, Twin Falls, ID 83301. This software will be checked for basic compatibility with the School District environment and must not cause excessive computer, network, server, or Internet load. The software media and license will remain the property of the renter, but the School District is not responsible for lost or damaged media. If the software is approved for use, School District personnel will deploy the software in the lab. If the software is rejected, the renter will be notified at least seven days prior to the scheduled event. Renter is not allowed to install software on computer lab equipment. Violation of the policy may result in penalty billing. Software requests are handled on a per-use basis. If the same software is requested for a future event, the fees still apply. See Services & Support for cost of additional software installation.

17. Services & Support: Internet access will be provided over a shared frame relay line using network address translation (no static Internet IP addresses). The School District uses only reliable service providers with excellent service legal agreements, yet the School District cannot be responsible for Internet failures or bandwidth congestion beyond School District facilities. Any problems that arise as a result of Internet access issues outside of the School District demarcation point will not result in a refund or discount of the rental fee.

Training in the use of software is not provided. Renter must provide person(s) who are knowledgeable in software use. Hardware and software issues related to unforeseen system failure or acts of God will be resolved in a timely manner by an on-call

technician. If internal network systems are unavailable from one hour to 40% of the reservation time, the renter will receive a 50% refund. If these services are unavailable for more than 40% of the reservation time, the renter will receive a 100% refund. If additional software has been installed, the software installation fee will be forfeited by the renter. Any problems that arise as a direct result of a renter initiated issue will not result in a refund or discount of the rental fee.

18. **TECHNICIAN RATES:** All daily lab rental rates include 2 hours technician time for lab setup and re-setup. Additional technician time will be billed at \$50 per hour. In addition, there will be a \$50 per-hour fee for 2 hours technician time per custom software package installation.
19. The district will not charge a fee for the use of any facility for a funeral of a current employee or a currently enrolled student. A “Certificate of Insurance” providing for liability and property damage in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured or certificate holder, will still be required and a no-charge contract will need to be signed with the TFSD.
20. Traveling athletic teams from other Idaho schools shall be allowed to use district athletic fields or gymnasiums for practice or sleeping accommodations with superintendent and principal approval with no charge. Insurance and facility use agreement will be required.
21. Facility use requested to be used by the Idaho High School Activities Association (IHSAA) for tournament or play-in games will not be charged for the use of the facilities. Insurance will be required. A facility use agreement is required.
22. Twin Falls School District seniors are allowed to use facilities for the completion of their senior project without charge. Students will have to have an advisor present during the entire time they are using the facility. A student activity form will need to be filled out. There is no fee and no insurance is required.
23. This policy may be waived by the Board of Trustees.
24. No weapons shall be permitted on school property (concealed or open carry) other than by law enforcement pursuant to applicable statute, or the very limited exceptions identified in state and/or federal law, unless written pre-authorization is obtained by the District. This prohibition shall include security personnel for such event, which requires District approval for presence and possession of a weapon.
25. The District retains sole discretion to revoke authorization for rental/use of School District facilities or to deny approval of rental/use of School District facilities as the District believes are appropriate.

CLASSIFICATION OF GROUPS/PRIORITIES FOR USE

1. **School Related:** Activities directly related to school, i.e., staff in-service meetings/training, student body assemblies, pep rallies, student body elections, school-

sponsored clubs, plays, athletic or music events, Boosters, P.T.A./P.T.O. functions and district athletic organizations.

FEES: No fee charged
Student Activity Form: Required

2. Joint-Use Facility Agreements: Interagency agreements, e.g. City/School District including but not limited to city youth and adult programs, law enforcement agency training, National Guard, firefighters, State Department of Education and other government agency who use facilities.

FEES: No fee charged unless separate agreement is established between the district and the agency.
Insurance: Required
Facility Use Agreement: Required

3. Not-For-Profit organizations #1 providing services to students residing within the School District boundaries or enrolled in Twin Falls School District schools, and **if** they have a School District employee advisor: scouting groups, athletic clubs/organizations, or similar groups who use facilities for community or scholarship use.

FEES: No fee charged
Insurance: Required
Facility Use Agreement: Required

4. Not-For-Profit organizations #2 providing services to students residing or enrolled in Twin Falls School District schools within the School District boundaries that **does not** have a School District advisor: scouting groups, Y.M.C.A., Civic/Service groups, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 1.
Insurance: Required
Facility Use Agreement: Required

5. Non-school groups #3 will be permitted to co-sponsor an activity with a school group providing the School District receives revenues to cover expenses AND that the school group receives at least 50% of the net revenue from the event. In these situations, a certificate of liability insurance will be required, and a contract must be completed.

FEES: See Fee Schedule 1.
Insurance: Required
Facility Use Agreement: Required

6. Not-For-Profit organizations #4 providing services to students residing outside the School District boundaries: scouting groups, Y.M.C.A., Civic/Service groups, Special Olympics, or similar groups who use facilities for community or scholarship use.

FEES:	See Fee Schedule 2.
Insurance:	Required
Facility Use Agreement:	Required

- Commercial groups, private party functions, political rallies or promotions by organizations and/or individuals for profit-making or fund raising or when using buildings as a rental facility. Private party functions such as wedding receptions, family reunions, funerals, etc.

FEES:	See Fee Schedule 2
Insurance:	Required
Facility Use Agreement:	Required

RATES:

- Rates are based on the individual rate schedules in Procedure 9850P. The rates include amounts for custodial service and special/technical technicians. For larger groups or multiple facility use, a \$15.00 fee per hour per person for additional staff will be required; such as extra custodians, kitchen staff, etc. Additional technical staff requirements will be charged at \$12.00 per staff per hour for follow-spot operators and \$10.00 per person per hour for stagehands. There will be an additional charge of \$40.00 per hour if a TFSD technician is required to work more than 8 hours a day. These fees are in addition to those in this policy's rate schedule.
- Auditorium rehearsal/setup will be charged at 50% of base rate. Rehearsals cannot go beyond 10:00 P.M. Those not exiting the facility by 10:00 P.M. will be charged an additional \$50.00 per hour.
- Special setup fees such as table and/or chair setup, portable stage, orchestra pit or other special arrangements will be assessed at \$15.00 per hour per person. Any equipment fees will be determined by the school administrator where the rental is located.
- A \$100.00 fee will be assessed for use of the lights at the High School Stadiums.
- Extended use for not-for-profit groups (Group #4):
 - 1-5 days will be at the listed rates
 - 6-10 days will be provided a 30% discount
 - 11-25 days will be provided a 50% discount
 - 26 or more days will be provided a 70% discount

Extended use discount fees will only apply during the regular custodial hours. After 10 p.m. custodial fees of \$15.00 per hour will be charged. Fees will also include the time necessary to clean the facility.

- School rental fees will be based upon the number of hours the facility is used, and will be assessed to cover the period from the time the building is opened to the renter, to the time

all members of the renting party have left the facility, including the time required to clean the facility.

Facility Use Agreement approval is required at least five (5) working days prior to the event.



Legal Reference: Idaho Code Sections 33-601

ADOPTED: 12/08/08
APPROVED: 6/13/95
TFSD
REVISED: 11/14/95
4/9/96
5-13-97
2-6-01
4-8-02
11-11-02
11-10-03
6-14-04
11-8-04
11-13-06
8-09-10
10-11-10
8-11-14
12-14-15
6-13-16
10-10-16
1/8/18

See also: 9850P

**Procedure 9850P
FEE SCHEDULE #1**

**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE
For SCHOOL DISTRICT NOT-FOR-PROFIT GROUPS**

BUILDING	CLASSROOM		AUDITORIUM		GYMS		STADIUMS		MULTI-PURPOSE ROOM/CAFETERIAS		KITCHEN/CAFETERIA Must Have Kitchen Staff		COMPUTER LABS	
	HOUR	DAY*	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY
Bickel	\$20	\$130*			\$50	\$225			\$30	\$135	\$40	\$180	\$55	\$310
Harrison	\$20	\$130*			\$50	\$225			\$30	\$135	\$40	\$180	\$55	\$310
Lincoln	\$20	\$130*			\$50	\$225			\$30	\$135	\$40	\$180	\$55	\$310
Morningside	\$20	\$130*			\$50	\$225			\$30	\$135	\$40	\$180	\$55	\$310
Oregon Trail	\$20	\$130*			\$50	\$225			\$30	\$135	\$40	\$180	\$55	\$310
Perrine	\$20	\$130*			\$50	\$225			\$40	\$180	\$50	\$225	\$55	\$310
Pillar Falls	\$20	\$130			\$50	\$225			\$40	\$180	\$50	\$225	\$55	\$310
Rock Creek	\$20	\$130			\$50	\$225			\$40	\$180	\$50	\$225	\$55	\$310
Sawtooth	\$20	\$130*			\$50	\$225			\$30	\$135	\$40	\$180	\$55	\$310
MIDDLE SCHOOLS														
V.C. O'Leary	\$20	\$130*	\$60	\$270	Sm. \$60 - \$270 Lg. \$80 - \$350		\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
Robert Stuart	\$20	\$130*			\$70	\$300	\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
South Hills	\$20	\$130			Sm. \$60 - \$270 Lg. \$80 - \$350		\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
HIGH SCHOOLS														
Twin Falls	\$20	\$130*	\$100	\$450**	Sm. \$70 - \$300 Lg. \$90 - \$400		\$80	\$350	\$40	\$180	\$50	\$225	\$55	\$310
Canyon Ridge	\$20	\$130	\$80	\$360	Lg. \$90 - \$400		\$80	\$350	\$40	\$180	\$50	\$225	\$55	\$310

* 2 to 5 classrooms = \$40/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL
6 to 10 classrooms = \$30/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.
11 or more classrooms = \$20/day for each additional classroom.

FEE SCHEDULE #2

**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE
For COMMERCIAL GROUPS/PRIVATE PARTY/POLITICAL RALLIES/GOVERNMENT AGENCIES**

BUILDING	CLASSROOM		AUDITORIUM		GYMS		STADIUMS		MULTI-PURPOSE ROOM/ CAFETERIAS		KITCHEN/ CAFETERIA Must Have Kitchen Staff		COMPUTER LABS	
	HOUR	DAY*	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY
Bickel	\$25	\$150*			\$70	\$300			\$40	\$180	\$50	\$225	\$80	\$450
Harrison	\$25	\$150*			\$70	\$300			\$40	\$180	\$50	\$225	\$80	\$450
Lincoln	\$25	\$150*			\$70	\$300			\$40	\$180	\$50	\$225	\$80	\$450
Morningside	\$25	\$150*			\$70	\$300			\$40	\$180	\$50	\$225	\$80	\$450
Oregon Trail	\$25	\$150*			\$70	\$300			\$40	\$180	\$50	\$225	\$80	\$450
Perrine	\$25	\$150*			\$70	\$300			\$50	\$200	\$60	\$270	\$80	\$450
Pillar Falls	\$25	\$150*			\$70	\$300			\$50	\$200	\$60	\$270	\$80	\$450
Rock Creek	\$25	\$150*			\$70	\$300			\$50	\$200	\$60	\$270	\$80	\$450
Sawtooth	\$25	\$150*			\$70	\$300			\$40	\$180	\$50	\$225	\$80	\$450
MIDDLE SCHOOLS														
V.C. O'Leary	\$25	\$150*	\$100	\$450	Sm. \$80 - \$350 Lg. \$100 - \$450		\$70	\$300	\$50	\$200	\$60	\$270	\$80	\$450
Robert Stuart	\$25	\$150*			\$90	\$400	\$70	\$300	\$50	\$200	\$60	\$270	\$80	\$450
South Hills	\$25	\$150*			\$ Sm. \$80 - \$350 Lg. \$100 - \$450		\$70	\$300	\$50	\$200	\$60	\$270	\$80	\$450
HIGH SCHOOLS														
Twin Falls	\$25	\$150*	\$140	\$630**	Sm. \$90 - \$400 Lg. \$110 - \$500		\$100	\$450	\$50	\$200	\$60	\$270	\$80	\$450
Canyon Ridge	\$25	\$150*	\$120	\$540*	Lg. \$110 - \$500		\$100	\$450	\$50	\$200	\$60	\$270	\$80	\$450

* 2 to 5 classrooms = \$50/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL
 6 to 10 classrooms = \$40/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.
 11 or more classrooms = \$30/day for each additional classroom.

Revised 11/9/09; 12/14/15; 12/11/17; 1/8/18

Twin Falls School District No. 411
201 Main Avenue West
Twin Falls, Idaho 83301

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:

FACILITY

BUILDING

DAY AND TIME-OF-DAY FACILITY IS TO BE USED

PURPOSE *(If the use is for a speech or presentation, please identify the speaker and the subject matter to be addressed.)*

CHARGES

ADDITIONAL REQUESTS

ARE THERE ANY PARTICULAR SECURITY OR SAFETY CONCERNS THAT RELATE TO THIS USE?

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, detailed to and pre-approved by the District.
3. Be responsible for any loss of or damage to any loss 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 and identify the District as an additional insured on any applicable policies of insurance.
6. A deposit of one-half (2) the use fee (\$100 minimum) will be required.
7. Should any safety or security risks arise, such must be immediately communicated to the District, in writing.
8. No weapons (concealed or open carry) are permitted upon school property unless pre-approved in writing by the District or permitted via the very limited exceptions identified in state and/or federal statute, including the requirement of security and crowd supervision which requires pre-approval by the District. Law enforcement is permitted to carry weapons upon school property as provided by Idaho law.
9. It is mutually agreed between the Owner and the Permittee that either party may terminate this agreement upon a twenty-four (24) hour notice. If the District terminates the agreement and revokes use/rental of a district facility, the District shall bear no liability for any cost, fee or loss incurred by the renting party

associated with termination of the Agreement or the denial or revocation of use/rental of a District facility. In such situation, the District's sole liability to the renting/using party shall be limited to a return of any deposit paid to the District pursuant to the use/rental agreement, District Rental/Use of School District Facilities Policy or any other such associated agreement.

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

PERMITTEE:

(Name of Organization)

Twin Falls School District No. 411

BY: _____
(Signature of Officer Responsible)

BY: _____
(School District Official)

Revised 10/10/16
Revised 1/8/18

**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**

In addition to the previously entered Facilities Use Agreement, 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 or 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 and must identify the District as an additional insured under any applicable policy of insurance.
3. Neither the undersigned nor 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 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 of the injury or damage to tangible property, stating the time and place the injury or damage 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. To abide by the terms and provisions of the District's Policy regarding Rental/Use of School District Facilities, see entire policy summarized above at <https://www.tfsd.org/school-board/policy-manual/> as well as the previously entered Facilities Use 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 District Official

Signature of Officer Responsible

Revised 10/10/16
Revised: 1/8/18