

Community Use of School Facilities

**HOLD HARMLESS AND INDEMNITY AGREEMENT  
FOR USE OF DISTRICT FACILITIES**

The Gooding School District is happy to make facilities available to the public. However, in order to use any of the District facilities, you must take the following steps:

- ✓ Initial the statements below where indicated on this form and complete and sign the application for Use of School Facilities. Submit the forms to the building principal and then the District Office for approval.
- ✓ Provide a Certificate of Insurance to the District Office. Coverage is available through the District's insurance carrier; however there is a charge for the insurance and approximately two weeks are required for processing.

Gooding Joint School District No. 231 (hereinafter referred to as "District") receives requests to cooperate with other agencies, groups, or persons in promoting student activities by use of school facilities. Occasionally, such cooperation poses the District to possible liability exposure. This agreement provides the District with assurance that the cooperating agency, group, or person agrees to accept the additional liability risks and to defend and hold the District harmless in case of claims arising out of the rental or use of district facilities or grounds.

1. School Use: The instructional program shall have priority over all other uses of a school facility. In an emergency, it may be necessary to cancel this application. Use of the gymnasiums and/or multipurpose rooms is extremely limited. Use of these facilities can be scheduled in advance; however, confirmation of availability will only be issued thirty (30) days in advance on a monthly basis.

\_\_\_\_\_ Initial

2. Certificate of Insurance: The user shall provide a certificate of insurance naming the Gooding Joint School District as additional insured prior to use of the facility.

3. Application Procedures: Applications must be submitted two (2) weeks in advance to the school site to be used for civic and non-profit groups. Other profit making groups and private individuals must submit applications at least three (3) weeks in advance.

4. Charges: Certain non-profit organizations may be granted use of facilities without a rental charge. Costs of custodial and/or security services will not be billed to these organizations unless events take place outside hours when normal District personnel are available for custodial and security services. Groups not eligible for use of facilities through the Civic Center Act are subject to a rental charge. Advance payment may be required and a damage deposit may also be required, which may be refundable at the full discretion of the District.

\_\_\_\_\_ Initial

5. Use of Kitchens: If the kitchen is to be used for preparation or service of food, a cafeteria worker must be present. No equipment other than that which is normally present will be furnished.
6. Adult Supervision: Lack of proper adult supervision may subject a group to loss of use of all or a portion of school facilities.  
\_\_\_\_\_Initial
7. Vehicles: All vehicles are prohibited on playing fields, areas such as asphalt play areas, and any other areas not normally available for public traffic. Violation of this procedure may result in a loss of a group's privileges to use District facilities.  
\_\_\_\_\_Initial
8. Clean Up: The users are responsible for cleaning up after use.
9. Non-Civic Center User: For certain non-civic center uses, the governing board may limit the use of a facility to no more than five separate or consecutive calendar days or portions thereof in each fiscal year. This limitation does not apply to school activities including adult education, PTA, and park and recreation activities.
10. Description of Activity: A description of the proposed activity shall accompany the application if the information provided on the form itself is not completely self explanatory. The review by the Superintendent is to insure compliance with the appropriate safety, insurance, and fire regulations.
11. Advertising Conditions: If a requester intends to advertise the proposed activity, copies of all advertising material shall be cleared with the Superintendent Business Office prior to release. The purpose is to insure that the requester is clearly identified as the sponsoring agent and to insure that the District will not incur indirect costs attributed to the advertising material.  
\_\_\_\_\_Initial
12. Restricted Use: Use of school facilities for the religious or sectarian purposes is permitted by law for temporary use at cost.

13. Indemnity

\_\_\_\_\_ (*agency, group, or person using District facility*) shall defend, indemnify and hold harmless the District, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss of damage of any kind, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of or occurring by reason of or in relation to any action or omission of the \_\_\_\_\_ (*agency, group, or person using District facility*), its agents, servants, or representatives, or any occurrences, incidents or injuries connected with the activity.

14. Liability Insurance and Damage

Prior to the activity, \_\_\_\_\_ (*agency, group, or person using District facility*) shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to provide business insurance in Idaho. Said policy shall contain standard liability insuring agreements naming the District as an additional insured with \_\_\_\_\_ (*agency, group, or person using District facility*). The limits of said policy shall not be less than the following amounts:

- \$ \_\_\_\_\_ for injuries to, or wrongful death of, any one person in any one (1) accident;
- \$ \_\_\_\_\_ for injuries to, or wrongful death of, all persons in any one (1) accident;
- \$ \_\_\_\_\_ for damage to, or loss of property in any one (1) accident.

\_\_\_\_\_ (*agency, group, or person using District facility*) shall furnish to the District a certificate of insurance at least \_\_\_\_\_ business days prior to the event/activity/meeting date. Said certificate of insurance shall show compliance with this agreement and provide \_\_\_\_\_ days prior notice of cancellation to the District.

\_\_\_\_\_ (*agency, group, or person using District facility*) shall be primarily responsible to the District for any and all damage of any nature and by whomsoever caused to District property arising out of the aforementioned event/activity/meeting, but not limited to, any consequential damages the District may suffer because of loss of use of school facilities.

15. Non-Assignability

This Agreement is not assignable by \_\_\_\_\_ (*agency, group, or person using District facility*) without the express and written consent of the District.

16. Miscellaneous

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement and that this Agreement constitutes the whole of the parties' understanding and may not be modified except as provided herein or by a writing signed by each party hereto. The individual signing below as an officer or a representative warrants that he/she has the actual authority to sign this Agreement on behalf of the cooperating agency.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Cooperating Agency:

Owner:

Gooding Joint School District No. 231

By: \_\_\_\_\_  
Authorized Agency Administrator

By: \_\_\_\_\_  
Authorized District Administrator

Policy History:

Adopted on: August 7, 2012

Revised on: