

GENERAL REQUIREMENTS

1. Use of district facilities or equipment by third parties, including organizations, groups, or individuals, will be pursuant to a written agreement or license issued by the superintendent or designee upon approval of an application submitted by such organization, group or individual. Applications should be submitted to the district office at 711 East Porter St. Kuna, Idaho at least (10) ten working days in advance of the time desired for use. Fees for use of district facilities shall be established by the board. The superintendent has the authority to reject any or all applications for rental or use of district facilities and equipment. The district reserves the right to refuse rental of any facilities at its discretion. Use of district facilities for district purposes takes precedence over all other uses.
2. The approved applicant must agree to:
 - a. Save and hold harmless the district, the Board and all employees of the district against any and all claims, liabilities, damages, losses, action, or causes of action that may be sustained to persons or property resulting from the occupancy or use of district facilities and/or equipment;
 - b. Assume full responsibility for all liabilities *or damages to district property or equipment* arising incident to occupancy or use; and
 - c. Repair or replace any damage to the facility or equipment incurred as a result of the use or rental of the district facilities.

SPECIAL REQUIREMENTS AND RESTRICTIONS ON USE

1. An extra hourly overtime rate may be charged for supervision and/or custodial services.
2. A cleaning deposit may be required at the discretion of the building supervisor.
3. The following activities will not be allowed on district property:
 - a. Consuming or using tobacco, alcohol, or drugs;
 - b. Engaging in games of chance or any activities that suggest gambling or games of chance; or
 - c. Teaching or promoting of any activity that is intended to disrupt or damage the district.
4. Additional restrictions on use of district facilities and equipment:
 - a. Any special decorations must be erected in a manner approved by the fire

marshal and the district. Removal must be completed immediately following the function.

- b. The use of any special equipment must be identified in the application and, if necessary, may require district personnel to operate. Overtime compensation will be paid by the applicant.
- c. The applicant may be required to provide supervision and police security, as determined by the superintendent.

The requesting organization or individual granted use must follow all policies, rules, and regulations of the board regarding the use of district property or facilities and the conduct of persons in or on district property or facilities, whether now or hereafter adopted.

The use of the property or facilities will not, in any way, interfere with the operations of this district or any of the programs or activities of the district. If required for district purposes, it is understood that the right is reserved to withdraw or rescind the grant of the use of the property or facilities on short notice. The board assumes no responsibility for properties left on the premises by the applicant. The board or its representatives will have free access to all rooms at all times.

Cafeteria kitchens may not be used without the employment of authorized district personnel for supervision purposes.



LEGAL REFERENCE:

Idaho Code Section 33-601(7) - Real and Personal Property (use of school facilities)

ADOPTED: July 13, 2004

AMENDED: June 9, 2023

Appendix A:

Kuna Jt. School District
Facilities Use/Rental Agreement

FACILITIES USE/RENTAL AGREEMENT

Please fill out this Facility Use/Rental Agreement Form
and send it back to:

Michelle Flowers,
Facilities Coordinator Secretary
711 E. Porter St. Kuna, ID 83634
mflowers@kunaschools.org
Fax: 208.922.5646

Please include a copy of your organization's certificate of liability insurance listing Kuna Jt. School District No. 3 as a certificate holder. Please allow 10 working days before event to process your request.

If you have any questions, feel free to contact
Ben Gleaton
Facilities Leasing
208.922.1000 EXT. 4914

Guidelines
for Kuna Schools Facility Rental Fee Schedule

RENTAL/USE OF SCHOOL FACILITY AGREEMENT
KUNA JT. SCHOOL DISTRICT NO.3
711 E. PORTER STREET; KUNA, IDAHO 83634

KUNA JT. SCHOOL DISTRICT NO. 3, hereinafter referred to as the “SCHOOL DISTRICT,” hereby grants to _____, an organization qualified to use school equipment and facilities, hereinafter referred to as the “ORGANIZATION,” the right to use and occupy the following described school facilities:
_____.

Date of Rental: _____
(If recurring dates, please list dates, days, and times)

The ORGANIZATION requests the facility will be open by _____ am/pm and agrees to vacate the facility by _____ am/pm.

The SCHOOL DISTRICT and the ORGANIZATION covenant agree that the use and occupation of said premises shall be under the following conditions:

- 1. The ORGANIZATION does hereby agree to abide by the POLICIES governing use or rental of school buildings and equipment.**
- 2. As its official representative to deal with the SCHOOL DISTRICT, the ORGANIZATION has designated:**

(Contact name)	(Address)	
<hr/>		
(Phone no.)	(Fax no.)	(Email address)

- 3. The agreed rental fee for the use of the premises is \$ _____.**
- 4. In addition to the rental fee listed on the rental worksheet, the ORGANIZATION agrees to pay the SCHOOL DISTRICT any fees due for time beyond the amount on the worksheet.**
- 5. The ORGANIZATION hereby acknowledges that it is liable for any damage to school facilities and equipment incurred while the ORGANIZATION was using the school premises and will immediately pay the SCHOOL DISTRICT for such damages.**

- 6. The ORGANIZATION has assumed responsibility for all liabilities arising incident to the occupancy of the facilities and agrees to save and hold harmless the SCHOOL DISTRICT.
- 7. The SCHOOL DISTRICT will require proof of liability insurance.
- 8. The ORGANIZATION agrees further to prohibit the use of intoxicants or tobacco anywhere on the SCHOOL DISTRICT property.
- 9. The ORGANIZATION agrees to provide adequate adult supervision at all times.
- 10. For functions with 200 or more participants, the ORGANIZATION is required to supply private and/or public law enforcement personnel.

Name of School Facility

Name of Organization

Facilities Coordinator Signature Date

Organization Representative Date

Attachments: _____ Signed Fee Schedule

_____ Proof of Liability Insurance

(This agreement is not complete without the attachments.)

Facility Rental/Use Summary FOR IN DISTRICT GROUPS

When applicable, please attach a detailed schedule that includes dates, times, and the locations you are requesting, along with this packet. If possible please include coach and team names.

Please give a brief description of the event:

How many people do you plan on attending this event?

Is this event sponsored by a non-profit organization? Yes or No

Is this event a fundraiser? Yes or No

Will there be an entry or participation fee charged? Yes or No

Is this a school sponsored activity? Yes or No

Please list any special requests:

LEGAL REFERENCE:

Idaho Code Section 33-601(7) - Real and Personal Property (use of school facilities)
Reference Kuna Jt. School District NO. 3 policy 910 Rental Use of Facilities

Please Sign & Date to indicate you have received and read a copy of Kuna Joint School District No. 3 - Policy No 910 (Rental/Use of School District Facilities)

Name of Organization _____

Organization Representative Signature _____

Date _____

CONTRACT FOR USE OF KUNA JOINT SCHOOL DISTRICT NO. 3

**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 Kuna Joint School District No. 3

located at _____
(building or facility)

do by this document 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, suites, injuries, or any other claim or demands arising out of the use of any facility of the Kuna School District No. 3.

THE UNDERSIGNED FURTHER AGREES:

- To indemnify and hold harmless the School District, 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 or omission by and employee, agent, representative or any person acting for or on behalf of Kuna School District concerning any claim, cause of action, suit, injury or demand arising out of the organization’s use of the facilities of Kuna School District No. 3.
- Neither the undersigned or the organization 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 organization arising out of the use of the facilities of the School District.
- 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.

- To reimburse the School District for any damages or losses caused by the organization’s use of the school facilities, and agrees to promptly pay for said damages.
- To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District is said waiver of liability is required by the School District.
- 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.
- 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.
- This agreement shall be governed by the laws of the State of Idaho.
- 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.

DATED this _____ day of _____, 20_____

at _____, Idaho.

School Official Representing
Kuna School District No. 3

Signature of Person Responsible

**Organization
Kuna Jt. School District 3**

School Facilities Rental Agreement Worksheet/Fee Schedule

Description	School Detail	NOTES	<u>Category 1A:</u>	Category 2:	Category 3:
			<ul style="list-style-type: none"> • KSD sponsored sports and activities • SIC or District III events, tournaments, championships & meetings • IHSAA sponsored events • KSD approved school/athletic/activity booster clubs PTA PTO PAC • State, County and local elections • KSD sponsored club teams and events • KSD sponsored fundraisers and youth camps • Kuna Community events nonprofit with partnership agreement 	<ul style="list-style-type: none"> • Nonprofit organizations (oeiid id 501c(3) status required • Kuna club teams not sponsored by IHSAA and/or KSD with partnership agreements • Kuna club teams without partnership agreement • Tax supported agencies, civic, service, community/occupational organizations • Municipalities / government agencies 	<ul style="list-style-type: none"> • For Profit organizations • HOA • Church functions • Private parties or receptions • Any Non-profit organization charging an entry or participation fee • Any Non-profit organization fundraiser event • Clinics • Camps (not related to KSD) • Music Recitals • Fundraisers

			<p>Category 1B</p> <ul style="list-style-type: none"> • KSD approved feeder club teams and events • Kuna city parks / Recreation youth programs with KSD partnership agreement • Alumni & class reunions with KSD approval • Girl/Boy scout meetings 		
Gymnasiums	HS & MS	Main gym	Free / Cost of use or In Kind agreement	\$100 per hour	\$200 per hour
		Aux Gym	Free / Cost of use or In Kind agreement	\$50 per hour	\$100 per hour
		locker rooms	Free / Cost of use or In Kind agreement	\$20 per hour	\$40 per hour
	Elementary	New	Free / Cost of use or In Kind agreement	\$40 per hour	\$80 per hour
		4th street	Free / Cost of use or In Kind agreement	\$40 per hour	\$80 per hour
		Old	Free / Cost of use or In Kind agreement	\$25 per hour	\$50 per hour
Cafeteria	HS		Free / Cost of use or In Kind agreement	\$50 per hour	\$100 per hour
	MS		Free / Cost of use or In Kind agreement	\$40 per hour	\$80 per hour
	Elementary	K-5	Free / Cost of use or In Kind agreement	\$40 per hour	\$80 per hour
		K-3	Free / Cost of use or In Kind agreement	\$25 per hour	\$50 per hour

Library	HS		Free / Cost of use or In Kind agreement	\$50 per hour	\$100 per hour
	MS		Free / Cost of use or In Kind agreement	\$40 per hour	\$80 per hour
	Elementary	K-5	Free / Cost of use or In Kind agreement	\$40 per hour	\$80 per hour
		K-3	Free / Cost of use or In Kind agreement	\$25 per hour	\$50 per hour
Classroom	All schools	Capacity (25-30)	Free / Cost of use or In Kind agreement	\$25 per hour	\$50 per hour
Field	MS	Youth activities	Free / Cost of use or In Kind agreement	Cost of use or In Kind agreement	Cost of use or In Kind agreement
	Elementary	Youth activities	Free / Cost of use or In Kind agreement	Cost of use or In Kind agreement	Cost of use or In Kind agreement
Stadiums	HS	Football (4 hr. max)	Free / Cost of use or In Kind agreement	\$300 & \$60 per additional hr.	\$300 & \$60 per additional hr.
		Soccer (3 hr. max)		\$200 & \$70 per additional hour	\$200 & \$70 per additional hour
		Softball (3 hr. max)		\$200 & \$70 per additional hour	\$200 & \$70 per additional hour
		Baseball (3 hr. max)		\$200 & \$70 per additional hour	\$200 & \$70 per additional hour
		Hitting facility (3hr. max)		\$200 & \$70 per additional hour	\$200 & \$70 per additional hour
		Concession stand		\$200 & \$70 per additional hour	\$200 & \$70 per additional hour
	MS	Football	Free / Cost of use or In Kind agreement	\$100 & \$30 per additional hour	\$100 & \$30 per additional hour
Parking Lots (no charge with additional rental)	All Schools	Must be outside of regular work/school hours	Free / Cost of use or In Kind agreement	\$50 per day	\$100 per day
Kitchen (only with special permission)	All Schools	Must be outside regular work/school	\$50 per hour		

	hours	
Sound system operator		\$50 per hour
Field painter and equipment		\$50 per hour
Fee schedule & Use of equipment	Per hour or per day / \$ rate	# of items requested
Podium	\$10 per day	
chairs	\$1 per table per day	
tables	\$5 per table per day	
Projector and screen	\$50 per day	
Sound system	\$35 per hour	
microphone	\$5-\$10 per day	
TV and or DVD player	\$25 per day	
Opening & closing fee	\$30 per hour	
Cleaning fee	\$30 per hour	
Reservation fee (only required of rentals over \$500)	50% of estimated rental	

**KPAC - Kuna Performing Arts Center
(Auditorium at Kuna High School)**

Philosophy: Kuna School District facilities may be available for rental to patrons and/or outside organizations/individuals when available. Rental of Kuna facilities is designed for short term contracts. Short term will be defined as no longer than 1 calendar year. Consecutive short term contracts will require Kuna School Board approval.

Facility Rental Priority:

1. Kuna School District programs
2. Kuna Recreation programs
3. Outside organizations that include Kuna students
4. Community/Civic events
5. Individual facility rental requests

Requirements for renting:

1. Signed written contract on file prior to event date
2. \$200.00 (nonrefundable deposit)
3. Certificate of Insurance on file prior to occupancy
4. Absolutely NO FOOD or DRINK allowed in the Auditorium
5. Aisles and Exits must be kept clear at all times
6. Piano tuning is the responsibility of the lessee
7. The Lessee shall provide licensed, bonded and uniformed security for events exceeding more than 250 attendees

Note: All rentals are a 3 hour minimum per day - 6 hours max. *Special requirements such as extra chairs, special sound, tables etc. may result in additional charges*

Kuna Jt. School District 3

KPAC Rental Agreement Worksheet/Fee Schedule

AUDITORIUM RATES	PER DAY	PER HOUR
Custodial Fee		\$30
with audience	\$500 min. (6 hours)	\$100 each additional hour
no audience	\$300 min. (6 hours)	\$75 each additional hour
Sound Technician		\$35/hour
Light Technician		\$35/hour
Grand Piano	\$150	
Studio Piano	\$75	
Band Room	\$25	
Choir Room	\$25	
Follow Spot	\$25	
Gels	\$2	
Risers/per section	\$25	
Acoustical Shells	\$100	
Wireless Mics	\$10	
Corded Mics	\$5	
Hearing H-Imp set	\$0	
Intercom Headsets	\$10	
Projector + Screen	\$50	
Thrust	\$300 (tear down or Set-up)	

TOTALS _____ (enter this number on previous page fee sheet)

Appendix B:

**Kuna Jt. School District
Category 1 description**

Levels of Category 1A approved KSD teams and affiliated youth feeder programs

Athletic team or Activity	HS	MS	Youth	CLUB	Other
Football	Varsity, JV & 9th	8th A & B	Optimist Kuna PAL	Needs KSD Activities Director approval agreement	KSD Football Booster club
Cross Country	Varsity & JV	MS 6-8		Needs KSD Activities Director approval agreement	
Volleyball	Varsity, JV, SO & 9th	7th A, B & C/ Intramural 8th A, B & C/ Intramural		Needs KSD Activities Director approval agreement	
Soccer	(Girls & Boys) Varsity & JV		Kuna PAL	Needs KSD Activities Director approval agreement	
Swim	(Girls & Boys) Varsity & JV			Needs KSD Activities Director approval agreement	
Cheer	Varsity & JV		Optimist	Needs KSD Activities Director approval agreement	
Dance	Varsity & JV			Needs KSD Activities Director approval agreement	
Theater	Advanced & Intermediate	8th		Needs KSD Activities Director approval agreement	
Speech / Debate	Varsity			Needs KSD Activities Director approval agreement	
Choir	Chamber Mens Ladies	6th 7th 8th	KSD Elementary choirs	Needs KSD Activities Director approval agreement	

Athletic team or Activity	HS	MS	Youth	CLUB	Other
Orchestra	Advanced & Intermediate	6th 7th 8th	KSD Elementary Orchestras	Needs KSD Activities Director approval agreement	
Band	Marching, Jazz & Competition	6th 7th 8th	KSD Elementary Percussion / Band	Needs KSD Activities Director approval agreement	KSD Band Booster club
Basketball	(Girls & Boys) Varsity, JV, & SO/Frosh	(Girls & Boys) 7th A, B & Intramural 8th A, B & Intramural	KYB	Kuna 9th grade AAU club Kuna Force Club	KSD Basketball Booster club
Wrestling	Varsity & JV	MS 6-8		Kuna Club Wrestling	KSD Wrestling Booster club
Track	Varsity & JV	MS 6-8		Needs KSD Activities Director approval agreement	
Tennis	Varsity & JV	MS 6-8		Needs KSD Activities Director approval agreement	
Softball	Varsity, JV & C		KYSBA	Needs KSD Activities Director approval agreement	
Baseball	Varsity & JV		KYSBA	Kuna club spring “8th/9th” baseball Kuna Kernels club summer baseball	KSD Baseball Booster club