

# Regulation 0903-10

## Use of School Facilities - Rental Application Process and Fees

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Rental of District property shall only occur when the rental and renter does not disrupt or interfere with any school activities or operations taking place on the premises during the rental period. This includes, but is not limited to avoiding noise, limiting access to designated rental areas, and refraining from interfering with the flow of pedestrian or vehicular traffic on school grounds. Failure to comply with this provision may result in the immediate termination of the Rental Agreement.

The provisions of this Administrative Regulation are applicable to any individual, entity, or organization seeking to utilize the District's property that is not otherwise subject to an Intergovernmental Cooperative Agreement, a Joint- Use Agreement and/or an Inter-Agency Agreement.

### General Provisions

1. The District's facilities shall be prioritized for District use. Accordingly, the District's facilities may not be available for rent at certain times and during certain days in the year. The District reserves the right to prioritize and limit rental requests.
  1. Open availability does not guarantee rental approval.
  2. Leased facilities are in an as-is condition.
2. The District reserves the right to deny any rental requests that conflict with the educational mission or pose a risk to the safety and well-being of students and staff.
3. District Cancellations of a scheduled rental may occur with or without due notice.
  1. Emergency conditions, including but not limited to weather conditions and power outages may result in cancellations.
  2. Cancellations may include weekday or weekend events.

3. When a cancellation occurs, notice will be provided at the earliest possible opportunity. It is the responsibility of the renter to notify the event participants of such a cancellation.
4. Certain locations and equipment are not subject to rental by the District. Such include but are not limited to computer labs, tech labs, shops, CTE facilities, nursing offices, school and District administrative offices, classroom labs (i.e., science, kitchen, art, CTE), kitchens, weight rooms, band and choir rooms, art rooms.
  1. Hallways alone are not rentable. They may only be used for access and passage to and from rented locations.
5. The District reserves the right to deny any rental requests that conflict with any District Policy or Administrative Regulation.
6. All renters must comply with local/state/federal ordinances, regulations, and laws while on school premises.
  1. If any special permits are required, it is the renter's responsibility for obtaining any specific permits or use authorizations that may be applicable. In such situations, a copy of such must be provided to the District no later than seven (7) calendar days prior to the scheduled event or such event will be canceled.
7. Certain activities and substances are not permitted on school property:
  1. The school may not be used for unlawful activities, activities which may cause damage beyond normal usage, activities which interfere with normal school programs and/or if the proposed activity could reasonably be considered a nuisance under applicable municipal ordinances.
  2. There shall be no alcohol or illegal drugs present on school property. Alcohol and illegal drugs shall not be utilized on school property, nor should any individual be under the influence of alcohol or illegal drugs while on school property.
  3. No non-District sponsored fireworks or non-Board approved or statutorily approved (I.C. 18-3302D) firearms shall be present upon school property.
  4. No renter may use any fog machines inside of any District facility.
  5. Bounce Houses and rebounding devices are not permitted for use on District property absent specific written pre-authorization and meeting numerous mandated provisions.
  6. No sexual, obscene, or pornographic activities shall occur on school property.
  7. Registered sex offenders shall not be present on school property.

8. No driving/parking on property other than that designed for driving and parking. No parking or driving on the grass or on any playground, court or other play area at any property.
9. No facility shall be used past midnight unless specifically authorized, in writing, by the Superintendent or designee.
10. Only District technicians will operate sound, lighting and scoreboards owned by the District.
11. Games of chance or the use of any scheme or device which encourages or suggests gambling is not permitted.
12. No animals, with the exception of service animals, are permitted. No dog training shall occur on school property.
13. No fastening devices to floors or walls shall be utilized.
14. Gym uses for other than athletic events may require the floor to be covered for protection. This may be done only by school personnel and the renter will be invoiced for the cost of covering, uncovering and the covering product.
  1. Individual rental facilities may have additional limitations regarding the protection of the facilities, including but not limited to gymnasium floors.
8. The District reserves the right to inspect rented facilities before and after use to ensure compliance with the Facility Rental Application and Rental Usage Agreement.
  1. If the building is left in a condition that requires additional custodial services, the costs of these services will be invoiced to the renting party and such an event may result in a limitation or denial of future rental requests.
9. A renter's use of special or extra equipment requires pre-approval by the District's facilities personnel.
10. In the event that the District's building, or any portion thereof, or any personal or real property of the District is destroyed, lost, stolen, injured, or otherwise damaged as a result of the renter's use of the District's property, including the actions/inactions of the renter's guests/invitees/attendees, the renter will, at its own cost and expense, pay for repair or replacement of such destruction, lost, stolen, injured, or otherwise damaged property, whether real or personal. The amount of the damage and acceptable manner of restoration shall be solely at the District's discretion.
11. Authorized use of school facilities by any individual or entity does not and shall not constitute an endorsement or approval, by the District or its employees, of the activity, individual, group or organization.

12. The renter is responsible for all conduct and activities that occur on the school's premises during rental times. This includes supervision of individuals present. The renter shall not permit individuals to wander the building and/or be present in any location of the school building not specifically rented. The renter shall ensure that the school's doors are not propped open.
13. No District equipment shall be leased or loaned for use off of District property.
14. During school holidays and breaks, school facilities may not be available for rental.
15. No building or District employee has the authority to circumvent any of the policies or procedures applicable to facilities rental.
16. No individual or entity has the authority to take over or utilize the District's property for any commercial purposes without going through the District's rental process.
17. The District's facilities are available for rental for meetings at which there may be free expression of points of view on local, state, national, and international issues/problems, including but not limited to political parties, so long as such is an available opportunity to all political parties and all individuals to attend. The District's property and resources shall not be used to advocate for or against a candidate or ballot measure. The district's facility shall not be used for any political fundraiser. The district, its trustees, and employees, assume no responsibility for opinions expressed or views presented at such meetings. Rental for such purpose shall follow the normal rental process and fee schedule as is available to any other patron.

## Application for Use/Facility Rental Application

Internal District use requests from district classes and programs are to be entered into Facilitron by no later than the 2nd Friday after school commences for the first semester of the school year and no later than the last school day prior to winter break for the second semester. These internal requests will take priority over any rental request.

The District's rental platform is closed from the last day of school in the spring through August 15th of each school year. No new rental activity may be scheduled during this time. If a rental was arranged prior to these dates such matter may move forward. This blackout window is to allow for District use priority as well as summer maintenance, cleaning, and remodeling. If a party wishes to seek a new rental during this period of time a request must go through the district offices facilities personnel and not the school personnel. Approval of such will be an exception and shall not disrupt school functions.

Auditorium rentals will be handled in two blocks. The first is from August 15th through December 31st. The second from January 1st through May 31st. If a party seeks to rent an auditorium from the district such rental request must be received and approved during the open block. In other words, a party cannot seek and obtain rental approval of an auditorium on September 15th for an event occurring February 15th.

1. Through the facilities rental platform located on the West Ada School District website (Facilitron), the person or entity seeking to rent a District facility shall complete the District's Facility Rental Application Form.
  1. On the Facility Rental Application Form the applicant shall include details such as the purpose of the rental, specific facilities requested, date(s) and time(s) of desired use, estimated number of attendees and any additional requirements addressed in this Policy and in the Facility Rental Application Form.
  2. If signage is going to be used by the renter, a copy of such signage shall be provided with the Facility Rental Application Form.
2. The Facility Application Form should be submitted no less than two calendar weeks/ 14 days prior to the requested rental date(s).
  1. Failure to submit the required application within 14 days of the desired rental may result in a denial of the request.
  2. Failure to submit the requested application within 14 days of the desired rental may result in the inability to provide HVAC services for the rental period.
3. The Building Facility Coordinator shall confirm whether the building is available at the date and time of the request.
4. If the request is approved by the Building Facilities Coordinator, the renting party will be required to complete the necessary documentation/payment.
  1. If payment is not received by the district within 10 calendar days of the scheduled event, the event will be suspended until payment is received. Such may also result in event cancellation or negative consequences for future rental authorization.
5. Applications for use on multiple occasions shall be limited to an eight (8) week period of time. Applicants may file additional applications for a subsequent period of time.
6. If the renter is charging a fee for attendance at an event on school property, in the application the rental shall disclose that admission will be charged, the amount of admission and the purpose for such funds collected for admission.
7. If the renter is utilizing any advertising or notices for the events on school property during the rental period, a copy of such advertising and/or notices shall be provided to the District through the rental application process.

## Rental Use Agreement

1. Upon approval of the Facility Rental Application, the renter must enter into a Rental Use Agreement with the District.
2. The Rental Use Agreement will outline the terms and conditions of the rental, including but not limited to: Rental fees and payment schedule
  - Remitted use of facilities
  - Responsibilities for setup, cleanup, and security
  - Compliance with school policies and regulations
  - Proper conduct and supervision of persons in attendance
  - Proper care of the school's facilities
  - Missing personal property
  - Crowd and traffic obligations and plans, if required
  - Honoring occupancy limits for the rented facility
  - Limitations in location and type of food and beverage consumption
  - Provisions for cancelation or rescheduling
  - Any additional requirements or restrictions specific to the renter.

Additionally, the renter must agree to and comply with the terms and conditions outlined in the District's facility rental platform.

## Fee Schedule

The financial obligation of the lease will be with the person named on the lease and if the name is an entity, such financial obligation shall be with the individual who signs and/or submits the rental application.

1. Rental fees for school facilities shall be addressed in an approved schedule.
2. Rental fees for school facilities will be based on factors such as the type of facility, duration of use, and any additional services necessary/provided.
3. The Fee Schedule shall be prepared by the Superintendent or designee and may be amended from time to time in accordance with Idaho Code.
4. Payment of rental fees must be made in advance as outlined in the Rental Usage Agreement.
5. A refundable deposit will be paid at the time of submission of the Rental Use Agreement, subject to the cancelation terms detailed herein.
6. All fees are based upon a one (1) hour minimum.
7. Failure to meet the conditions of the Agreement will result in the deposit not being refunded.
8. The District may, in its sole discretion, determine that supervision or security is required for such an event. With such determination the District will decide if such will be required of the renter or if the District will provide and cost will be advanced to the renter for payment. This requirement may include the District requiring the renter to retain a licensed, bonded and uniformed security guard who may be required to arrive 30 minutes prior to the event commencing and not being permitted to leave until every other person exits.

9. Failure to pay rental fees in a timely manner may result in the cancellation of the rental and denial of future rental requests.
10. The Fee Schedule shall not be applicable in situations of an Inter-Governmental Agreement, Joint Use Agreement, and Inter-Agency Agreement, the terms of which shall be controlling over any Fee Agreement and the provisions of this Administrative Regulation.

## Hold Harmless and Insurance Requirements

1. The renter must provide proof of liability insurance with coverage limits deemed acceptable by the District.
2. The District shall be named as an additional insured on the renter's insurance policy. A copy of this confirmation shall be provided to the District.
3. The renter agrees to release, indemnify and hold harmless the District, its employees, agents, and representatives, from any claims, damages, or liabilities arising out of or related to the rental and use of the school's facilities. The renter must enter into a Hold Harmless and Indemnity Agreement with the District in addition to the Rental Use Agreement.
4. The renter is liable for all damage, injury, or harm (including theft) associated with the District's property, school personnel's property present on the District's property or for any attendee associated with the renter's use.

## Cancellation Policy

1. The renting party may cancel a rental request at any time before it is approved. For cancellation instructions, please see the Canceling a Reservation guidance.
2. Applicants' failure to notify of cancellations or chronic cancellations/failure to use for reserved date/time may result in future rental approval limitations or denials.
3. After a reservation request is approved, it can only be canceled with the approval of the District. To request a cancellation of an approved reservation, please see the Canceling a Reservation guidance.
  1. Cancellations made 14 days before the scheduled lease will receive a 100% refund.
  2. Cancellations made 7 days before the scheduled lease will receive a 50% refund.
  3. Cancellations made less than seven days before the scheduled lease will not be refunded.

## Denying a Rental

1. The West Ada School District reserves the right to deny a rental request if the renter: Violates any provision of District Policy or Procedure, including Administrative Regulation,
  - Violates any provision of the Rental Agreement,
  - Has demonstrated payment issues,
  - Leaves the facility in damaged condition,
  - Has demonstrated unacceptable conduct,
  - Was untruthful/incomplete/misleading in the application process.

## Parking Lots

The District does not typically rent its parking lots. The parking lots of the District are available to those entities renting the facilities, on a non-exclusive basis, and/or those individuals accessing District facilities or grounds on a first come first serve basis, as part of the underlying rental. Unique situations may allow for the District's rental of parking lots. An example of such an event may be a trunk or treat event or a local "shredding" event.

## Grass Fields

Portions of Middle School property have been measured out in order to allow for rental of grass fields for use for athletic events such as youth soccer or frisbee golf. Rental of these properties is subject to all other rental provisions and shall take priority over any other non-school sponsored use of the property.

## Storage on School Property (i.e., pods/storage trailers or units/ equipment and materials)

A renting party has no authority to store personal property on District premises before, during or after the rental period. Any personal belongings brought onto the school's property must be removed promptly upon the conclusion of the rental activity.

The District does not permit any renter to place or leave any pods, storage containers and trailers on District property.

Solely in the case of long-term rentals, equipment, materials, or personal property may only be left at the District facility subsequent to a written request to the Superintendent or designee and a written approval received from the Superintendent or designee. In such circumstances, an additional rental cost and Rental Agreement may be required. If permitted to leave property on the District's premises, such shall not contain any signage or promotional materials and shall contain property of the renting entity, not personal property of an individual who is a member of the entity. A



small pre-approved Identification Tag may be permitted on the property. Such circumstances shall also require the District to be provided with an emergency contact name and number for emergency contact. In such a limited circumstance, the district must be able to access the stored property.

All renter property left upon the premises of the District shall be removed from the District's premises at the renter's expense. Violation of this provision shall result in the renter's future rentals being cancelled and the renter being prohibited from seeking to rent the District's facilities for a defined period of time. In such circumstances, if payment is not received from the renting entity, the matter will be turned over to collections. The District shall not be liable for any loss, damage, or theft of any personal property left by any renter or invitee/guest of any renter on school property.

## Signage

Rental parties are not permitted to place permanent signage on District property. Temporary signage must be removed at the conclusion of the rental agreement. In cases of long-term rentals, any and all signs must be removed nightly at the conclusion of the day and reposted at the time of the next rental event. Signs shall not be left overnight.

This fee schedule has been developed considering the actual cost to the District for property use, personnel costs as well as wear and tear to District facilities. Such costs may also include an administrative fee for processing all rental applications. Such an administrative fee will be at the rate of \$82. 50 per hour.

The Districts fee schedule is based on a non-profit standard. Thus, every renter will be asked for their nonprofit identification numbers. If a renter does not qualify as a non-profit or is unable to provide the non\ -profit's tax identification numbers, a 20% increase in the rental fees will be applied.

## Fee Schedule

<b>Description of Facility/Rental Area/Rental Service</b>	<b>Fee/Hour</b>
Auditorium Small (250 and below)	
- With Audience	\$100.00
- Without Audience	\$75.00
Auditorium Large (above 250)	
- With Audience	\$150.00
- Without Audience	\$135.00
Gymnasium Large (HS/MS)	
- With Audience	\$100.00
- Without Audience	\$65.00

<b>Description of Facility/Rental Area/Rental Service</b>	<b>Fee/Hour</b>
Gymnasium Small (ES or Auxiliary Gym at MS/ HS)	
- With Audience	\$80.00
- Without Audience	\$50.00
Multi-Purpose Room (ES)	\$50.00
Cafeteria without Kitchen	\$50.00
Classroom	\$20.00
Library	\$45.00
Stadium - Turf	
- With Audience	\$350.00
- Without Audience	\$150.00
Grass Field/Grounds – Middle School Only – for athletic activities of adults and youth only	Price varies depending upon size and location
Parking Lot	\$50.00 for 4-hour block
Other	As per District determination

## District Service Center Rental

<b>Facility</b>	<b>Fee/Hour</b>
White Cloud Auditorium <sup>1</sup>	\$100.00
Sawtooth Lecture Hall	\$55.00
Salmon River Room	\$75.00
Café Renaissance <sup>2</sup>	\$75.00
Lochsa Room	\$45.00
Clearwater Room	\$45.00
Payette Room	\$45.00
Stillwater Room	\$45.00

<b>Facility</b>	<b>Fee/Hour</b>
Stadium Lights	\$20.00
Sound and/or lighting Technician	\$25.00
Sound System Equipment	\$50.00 per 4 hour block
Scoreboard Operator	\$25.00

<b>Facility</b>	<b>Fee/Hour</b>
Projection Equipment	\$30 for 4-hour block
Custodian	\$33. 50
Supervision	\$25.00
Food Service Attendant	As determined bySchool Nutrition depending upon service
Baby Grand Piano <sup>3</sup>	\$150.00
Piano – Upright Studio <sup>4</sup>	\$75.00
Choral Risers	\$100.00 per day
Stage/Spotlights (each)	\$30.00 per day
Superintendent Approved Storage	As Per Rental Agreement

Custodial, supervisory personnel and security services do not include the District's employees transporting equipment or supplies for the renter or the arrangement of any special furniture or equipment. Custodial personnel are also not responsible for the supervision of activities or persons.

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1. The District permits very limited use or rental of White Cloud Auditorium, primarily in situations of Intergovernmental Agreements and Joint Use Agreements. This Auditorium is typically not be rentable for public use.[?](#)
  2. Café Renaissance is not available for rental on Thursday or Friday during the school year[?](#)
  3. Piano Tuning is the responsibility of the renter[?](#)
  4. Piano Tuning is the responsibility of the renter[?](#)
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