

**Lapwai School District #341
Facilities Rental Contract and Fees**

**All requests must be made a minimum of one week in advance.
A \$200 damage deposit and proof of liability insurance may be required for some uses.**

No Charge Under the Following Conditions (Please check all that apply):

- The use is intended for currently enrolled Lapwai School District Students.
- The intended use is **not** a fund raiser or a tournament. (For Profit Events: See Below)
- The use is inside custodial hours of operation:
 - School Year: Monday-Friday 3:30 to 11:30 p.m.
 - Summer: Monday-Friday 7:00 a.m. to 3:30 p.m.
 - Uses outside of custodial hours will require additional fees: Please call District Office for pricing at 843-2622 ext. 202.
- A \$200 damage deposit and proof of liability insurance may be required for some uses.

The district may request background checks on adults working with Lapwai School District students.

Questions: Please contact, David Aiken, Lapwai School District Superintendent:

208-843-2622 ext.202
daiken@lapwai.org

For events and uses for profit such as fund raisers and tournaments or involving participants other than currently enrolled Lapwai School District students, please refer to the daily rate pricing below:

Elementary and Middle-High School Gymnasiums:

- \$200 per Gym
- District Provided Concessions \$0.00
- Requested Use of Concessions Areas an Additional \$125
- *(The district retains the right to have table sales with non-competing concession items)*

Elementary Cafeteria and Middle-High School Commons:

Without Use of Kitchen:

\$100

With Use of Kitchen:

4 Hours or Less: \$150

Over 4 Hours: \$200

Football Field and/or Track, Parking Lot or Other Outside Areas:

- \$200 Damage Deposit - Custodial and Damage Fees Subtracted as Necessary
- \$50 per day if football field lighting is requested
- District Provided Concessions \$0.00
- Requested Use of Concessions Area an Additional \$75
- *(The district retains the right to have table sales with non-competing concession items)*

Auditorium, Classrooms or Libraries:

\$100

***Additional fees may be required if technology assistance is needed.**

\$200 Damage Deposit:

In addition to the rental fee, a **separate** cashier's check or money order made payable to the Lapwai School District in the amount of \$200 as a damage deposit may also be required prior to access and use of district facilities. If no damage is found after use, the district will return the check seven days after the event.

Please note that failure to abide by the conditions and requirements on the following pages will prevent approval of future requests.

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Please Print

Name of Organization: _____

Name of Representative: _____

Mailing Address: _____

Telephone Number(s): _____

Building or Facility Requested: _____

Date(s) and Start/End Times (Include Preparation and Clean-Up): _____

Description of Planned Activity: _____

This contract made and entered into by and between the Lapwai School District #341, being the first party, and _____, being the second party.

Be it hereby resolved and jointly agreed upon, that the Lapwai School District #341 will provide access to and use of the following school or district facilities: _____

Please initial that you have read and agree to the following conditions. Failure to abide with the following requirements will prevent approval of future requests:

_____ All charges must be paid in full prior to the use of facilities.

_____ We agree to provide the Lapwai School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$1,000,000 per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement prior to using or occupying the premises.

_____ No alcoholic beverages will be partaken of or permitted on the school grounds before, after, or during the activity. Lapwai School District facilities are drug, alcohol, and smoke free. No smoking or tobacco products are permitted on school grounds. (Failure to abide by this requirement will prevent future approval).

_____ Adult supervision (21 years or older) will be provided at all times.

_____ We agree to reimburse the Lapwai School District for any damages or losses caused by the use of the school facilities, and agree to promptly pay for said damages.

_____ We agree to comply with all federal, state, city, and local laws and district rules and regulations regarding the use of the rental property, including non-discrimination clauses contained in Idaho Human Rights laws and federal anti-discrimination laws.

_____ We hereby indemnify and hold harmless the Lapwai 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 an employee, agent, representative or any person acting for on behalf of the District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of the District.

_____ We hereby indemnify, defend and hold harmless the Lapwai School District and its employees or agents from any liability, expenses, costs (including attorney fees) damages and/or losses arising out of injuries or death to any person or persons or damage to any property of any kind in connection with the use of the facility.

_____ This agreement may be terminated by the Lapwai School District for breach of the agreed conditions by the user.

_____ 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 Lapwai School District for any action, cause suit, claims or demands brought against the organization arising out of the use of the facilities of the district.

_____ We agree to immediately notify the Lapwai 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 occurred, and stating the names of all persons involved.

_____ In the event the Lapwai 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 district for all legal expenses and costs reasonably incurred.

_____ We agree to leave the facility in excellent condition and clean, including placing all garbage in receptacles, cleaning spills, removing decorations, signage, and all other materials related to the event.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties of this agreement. As the representative for the second party, I have read and agree to the conditions above.

Second Party Representative Signature

Date of Request

First Party Representative Signature

Date of Approval