

**NAMPA SCHOOL DISTRICT #131**  
**619 S. Canyon**  
**Nampa, ID 83686**  
**208-468-4600**

**RENTAL AGREEMENT**

**THIS RENTAL AGREEMENT** is made and entered into \_\_\_\_\_, 2020, between **NAMPA SCHOOL DISTRICT #131**, hereinafter referred to as “District,” and \_\_\_\_\_, hereinafter referred to as “Organization.”

- District is a public governmental entity, and is owner of the property to be rented to Organization pursuant to this Agreement.
- Organization desires to rent the property and is qualified to use District’s school equipment, property and/or facilities, hereinafter referred to as “property.”
- The parties desire to enter into a rental agreement defining specific rights, duties, and liabilities relating to the property.

**IN CONSIDERATION** of the mutual covenants contained in this Rental Agreement, the parties agree as follows:

**1. SUBJECT AND PURPOSE:** District rents to Organization the following described property:

Facility: \_\_\_\_\_  
Area: \_\_\_\_\_  
Purpose: \_\_\_\_\_  
Date of event: \_\_\_\_\_  
Expected attendance: \_\_\_\_\_  
Furniture/equipment requested (Additional fees may apply):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. DATES AND TIMES OF RENTAL:** Organization requests that the facility be open by the time listed below, and the Organization agrees to vacate the facility by the time listed below.

Arrival date and time: \_\_\_\_\_  
Vacate date and time: \_\_\_\_\_  
Special additional needs: \_\_\_\_\_

**3. COMPLIANCE WITH RULES AND REGULATIONS:** Organization does covenant and agree to abide by all rules and regulations governing the use or rental of property as the same may be promulgated at the time of execution of this agreement or may be promulgated by the District in the future. Organization acknowledges that it has received a current copy of the rules and regulations governing the use for rental of school facilities and equipment.

**4. DESIGNATION OF REPRESENTATIVE:** Organization has designated:

Name: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

**The above-mentioned person will be responsible for supervision and cleanup of the rental area.**

NO ROAMING THROUGHOUT THE SCHOOL. CHILDREN MUST BE ACCOMPANIED BY PARENTS.

**5. RENTAL FEE:** Rental Fees are due and payable prior to the event. The estimated rental fee for the use of the property is:

<b>Gymnasium</b>	\$ _____
<b>Cafeteria</b>	_____
<b>Auditorium</b>	_____
<b>Classroom</b>	_____
<b>Library</b>	_____
<b>Open/Close Fee</b>	_____
<b>Custodial</b>	_____
<b>Other</b>	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Tax</b>	_____
<b>Total</b>	\$ _____
<b>Required Reserve</b>	\$ _____

**If the building is left in a condition requiring additional custodial services, cost for these services will be charged above the quoted rate.**

**6. INDEMNITY:** Organization agrees that it will, at all times, protect, save and keep the District harmless from and against all actions/injuries and accidents, costs, expenses, damages, counsel fees and/or loss of every kind or nature arising from or growing out of the use of the property as rented under the terms and conditions of this Agreement, or arising from any act or omission by Organization, and the Organization agrees to repay or cause to be paid to the District on demand any sum or sums of money that the District may be required to pay by reason thereof.

**7. FIRE HAZARDS:** Organization shall not do anything in the premises or bring or keep anything therein which would increase the risk of fire, or which will conflict with the regulation of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the Board of Health, or any municipal, state or federal laws, ordinances or regulations.

**8. DAMAGE/REPAIRS:** Organization shall, at its own cost and expense, repair or replace any damage to the property, incurred while the Organization was using the property pursuant to this Rental Agreement. Organization shall immediately pay to District any sums required to repair any damage caused by the use and occupation of Organization. Organization shall use all reasonable precautions to prevent waste, damage or injury to the property.

**9. TERMINATION.** Notwithstanding the foregoing, the District may terminate this Agreement at any time by giving 60 days written notice to Organization of the District's intention to terminate this Rental Agreement. In addition, Renter may terminate this Agreement at any time by giving 60 days written notice to the District of Organization's intention to terminate this Rental Agreement.

**IN WITNESS WHEREOF,** the parties have hereunto caused their names to be subscribed on the day and year first above written.

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**Nampa School District**

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**Organization Representative**

## NAMPA SCHOOL DISTRICT FACILITY RENTAL PROCEDURES

Nampa School District tries to make facilities available to all who request them however school activities will take precedence over any other request. School rental space availability also is at the discretion of the individual school. Automatic denial may happen if the event is deemed inappropriate. This includes, but is not limited to, an activity, event or service that:

- Is from outside the local geographic area.
- Conflicts with district programs/activities.
- Incites students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools.
- Advocates for any particular political interest, candidate, party, or ballot measure.
- Proselytizes or positions the district on any side of a controversial issue.
- Discriminates against, attacks or denigrates any group on account of gender, race, age, color, religion, ancestry, national origin, disability or other unlawful consideration.
- Promotes the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children.
- Encourages engaging in games of chance or any activity that suggests gambling.

**STATE LAW DOES NOT ALLOW SMOKING, VAPING, OR ALCOHOL CONSUMPTION ON SCHOOL PROPERTY. ANY SUCH USE WILL BE GROUNDS FOR IMMEDIATE EVENT SHUT-DOWN AND THE GROUP WILL NOT BE ALLOWED TO RENT A FACILITY IN THE FUTURE.**

Nampa School District allows for groups to rent or use facilities with the following rate categories. Individual rental rates are listed in the online system under each requested location.

### **Category 1:**

Feeder schools, school-sponsored youth sports, school/athletic booster clubs, parent/teacher organizations, girl/boy scout meetings, State of Idaho Department of Education training, SIC meetings, alumni class reunions, City of Nampa parks and recreation youth programs, elections.

### **Category 2:**

Churches, non-NSD education institutions, nonprofit groups, community and occupational organizations, municipality and government agencies.

### **Category 3 (including but not limited to):**

Clinics, paid camps, concerts, pageants, for-profit business meetings or events, workshops, non-school related fundraisers or tournaments, dance/music recitals, plays/productions, weddings/receptions.

## **INVOICING AND PAYMENTS**

Invoices are created by each respective school for those events requiring assessment of fees. Fees must be paid at least 10 business days prior to the event date and can be paid by credit/debit card or check. Fees paid by credit/debit card must be completed at the respective school. Fees remitted by check are payable to the respective school and can either be delivered in person or mailed. Please see the school listings and addresses at <http://www.nsd131.org/directoryofschools>. The United States Postal Service postmark will be used to determine on time payments received by mail. Long-term cultural and religious contract users paying monthly fees must pay prior to the first day of each month. A user shall not be allowed access to a facility unless fees are paid in full.

The school, at its discretion may require both a down payment, card reserve, or both prior to the event. If additional fees are required after the event (additional requests during the event, extra cleaning costs, repairs), the school shall have the right to access the fees or costs held in reserve. If the reserve does not cover the additional fees, the school will require additional payment from the User within 5 business days. Any unpaid fees after 5 business days may be sent to collections.

## **PERSONNEL SERVICES FEES**

Wages to be paid for services in support of community use of schools are based on a minimum \$25 charge per hour or the applicable overtime rate of the employee, whichever one is higher. Employees shall not be requested or permitted to volunteer their services. No employee shall be paid directly by the user.

Depending on the event, additional personnel may be required at the request of the respective school principal due to specialized equipment needs, maintenance, group size, or event type.

Police supervision for an event may be required at the discretion of the principal and in coordination with the school's resource officer. Arrangements for police/security shall be made by the user, with confirmation provided to the principal prior to the event. The District does not invoice for police services. The Nampa Police Department will invoice the user directly for services. If any organization hires outside security, that company shall be duly licensed with the Idaho State Department of Criminal Justice Services and approved by the school at least 10 days prior to the event.

## **CUSTODIAL COSTS**

Nampa School District contracts with ABM for custodial and janitorial services. Prior to the event, a request for a quote will be made through the online facility rental system for cleaning after the event. ABM charges a 2 hour minimum fee, which will be assessed on your invoice and paid to the school. Larger events will be charged based on actual cleanup requirements. ABM provides cleaning estimates upon request.

Cleanup fees are mandatory for groups of 100 or more and/or when food or drink is served however the District reserves the right to request cleanup fees based on the type of activity. Setup and breakdown fees will be assessed for events requiring a room to be rearranged or for the setup and breakdown of special equipment.

## **CAFETERIA KITCHEN USAGE**

Kitchens may be rented with the approval of the School Nutrition Director. Because of the high risk involved and USDA guidelines, food service employees are required to be present during the event and must be scheduled in advance to be present during the activity where equipment is being utilized. Fees for the cafeteria staff are based on the personnel service fees described above.

## **UNALLOWED USE OF FACILITIES AND/OR EQUIPMENT**

The Nampa School District wants to keep our facilities and equipment in good operating condition. Due to the nature of some activities, there may be additional fee requirements, additional required safety requirements, or denials based on the potential harm to our schools. Examples of unallowable uses include, but are not limited to the following:

- Organization shall not do anything on the premises or bring or keep anything therein which would increase the risk of fire, or which will conflict with the regulation of the fire department or any fire laws, or with any fire insurance policies on the buildings, or with any rules or ordinances established by the Board of Health, or any municipal, state or federal laws, ordinances or regulations. Any special decorations shall be erected in a manner approved by the Fire Marshall and the District. All decorations must be removed before 8:00 a.m. on the following day. Removal must be completed as approved by the District. Curtains, hangings, furniture, and other obstructions are not allowed in hallways. Burning candles anywhere on the premises is prohibited.
- Use of any materials on floors or any other parts of building without specific, written approval of the district is strictly prohibited. In no event will nails or other fastening devices be placed into walls or floors. **NO TAPE CAN BE USED ON GYMNASIUM FLOORS. DAMAGE CAUSED BY TAPE USAGE WILL BE BILLED AT THE COST OF REPAIR UP TO THE COMPLETE REFINISHING OF THE FLOORS.**
- The selling or consuming of food and drink in auditoriums, gymnasiums, or other seating areas must be approved by the school principal or designee.
- The use of any special equipment must be identified in the application, and if necessary, may require school district personnel to operate it.
- Any advertising for the scheduled event must indicate the sponsoring agent.
- Gymnasiums used for other than normal athletic events must have the floor covered for protection; participants must wear gym shoes. Damages to flooring which require repair will be charged.

The Organization may not assign, transfer, sublet, or charge a fee to use school property.

## **HOURS OF AVAILABILITY**

School facility rentals are not available during normal school operating hours from 6:00 a.m. to 5:00 p.m. Monday through Friday while school is in session. School sponsored events will take priority.

School's needing to be opened or closed for events will incur a fee of \$60 if nobody is already present in the building.

As a general rule, facilities should be vacated by 11:00 p.m. unless otherwise approved by the school principal or designee.

**INSURANCE REQUIREMENTS**

All groups, regardless of affiliation are required to provide a certificate of liability insurance to the District prior to being able to rent. This liability insurance shall be not less than one million dollars (\$1,000,000) for injuries to, or wrongful death of one person or property in any one (1) accident. The certificate of liability insurance shall be current at time of rental. This document will be requested during the rental request process on the rental website. If the organization does not have insurance, you may purchase the required insurance through a qualified insurance company. Each insurance company certificate must be approved by the District prior to rental.

**INDEMNITY**

The Organization agrees that it will, at all times, protect, save and keep the District harmless from and against all actions/injuries, accidents, costs, expenses, damages, counsel fees and/or loss of every kind or nature arising from or growing out of the use of the property as rented under the terms and conditions the rental agreement, or arising from any act or omission by Organization, and the Organization agrees to repay or cause to be paid to the District on demand any sum or sums of money that the District may be required to pay by reason thereof.

**RENTER SIGNATURE**

\_\_\_\_\_

Date \_\_\_\_\_

**SCHOOL PRINCIPAL / DESIGNEE SIGNATURE**

\_\_\_\_\_

Date \_\_\_\_\_

## FACILITY RENTAL FEE SCHEDULE

**Category 1:**

Feeder schools, school-sponsored youth sports, school/athletic booster clubs, parent/teacher organizations, girl/boy scout meetings, State of Idaho Department of Education training, SLC meetings, alumni class reunions, City of Nampa parks and recreation youth programs, elections.

**Category 2:**

Churches, non-NSD education institutions, nonprofit groups, community and occupational organizations, municipalities and government agencies.

**Category 3 (including but not limited to):**

Clinics, paid camps, concerts, pageants, for-profit business meetings or events, workshops, non-school related fundraisers or tournaments, dance/music recitals, plays/productions, weddings/receptions.

Basic facility rentals do not include use of tables, chairs, microphones, etc unless items are already available in rented rooms. Fees for these items will be determined at time of rental.

TYPE	SCHOOL DETAILS	Category		
		1	2	3
Gymnasium	High Schools & Middle Schools	Free - Main	\$100/hr. Main	\$200.00/hr. Main
	Showers/Dressing Rooms	Free - Top left or right	\$75/hr. Top left or right	\$150.00/hr. Top left or right
	Elementary Schools	Free	\$20.00/hr.	\$40.00/hr.
	High Schools	Free	\$60.00/hr.	\$120.00/hr.
	Middle Schools	Free	\$50.00/hr.	\$100.00/hr.
Cafeteria	Elementary Schools	Free	\$40.00/hr.	\$80.00/hr.
	Columbia Auditorium	Contact School for Pricing	Contact School for Pricing	Contact School for Pricing
	Skyview Auditorium	Contact School for Pricing	Contact School for Pricing	Contact School for Pricing
	Nampa High Little Theatre	Contact School for Pricing	Contact School for Pricing	Contact School for Pricing
	Light / Sound Technician - REQUIRED	Contact School for Pricing	Contact School for Pricing	Contact School for Pricing
	Lighting Technician - REQUIRED	Contact School for Pricing	Contact School for Pricing	Contact School for Pricing
	High Schools	Free	\$40.00/hr.	\$80.00/hr.
	Middle Schools	Free	\$40.00/hr.	\$80.00/hr.
	Elementary Schools	Free	\$30.00/hr.	\$60.00/hr.
	School Kitchen	All Schools	Contact Nutrition Services	Contact Nutrition Services
Classroom	All Schools	Free	Contact Nutrition Services	Contact Nutrition Services
	Field	All Schools, for youth activities.	\$25.00/hr. each	\$50.00/hr. each
Opening & Closing	All Schools	No Charge	No Charge	No Charge
	All Schools - this fee is in addition to the rental fee is custodian is not regularly scheduled to be at the building during the event i.e. weekends	\$60.00 fee	\$60.00 fee	\$60.00 fee
Cleaning Fee	2 hour minimum- this fee is in addition to rental fee and determined based on event	\$60.00 minimum fee	\$60.00 minimum fee	\$60.00 minimum fee
Reserve	Large events anticipating \$500 or more in rental fees. This is required and due when reservation is established.	None	50% of estimated rental fee	50% of estimated rental fee