

Use of school property and equipment by the community, and in some cases individuals, is permissible.

However, since considerable funds are invested in property and equipment, the St. Maries Joint School District No. 41 Board of Trustees has implemented the following guidelines to ensure proper care of District property.

The Superintendent will decide by whom and specifically what District owned property may be used and will establish reasonable rules and regulations to ensure proper care of District property. Said rules and regulations include but are not limited to:

1. No District facility may be used for personal gain unless user or users pay a reasonable fee. In no event will District equipment be used for personal gain;
2. Organizations, corporations, or private businesses who use school equipment will have to assume full liability for equipment while in their custody;
3. When any gym facility is used, an employee of the District or an adult approved by the Superintendent or principal must be present;
4. Building use fees will be waived annually depending on building action for those programs supported as community education projects;
5. The user or users are responsible to make certain that adult supervision approved by the Superintendent or principal is maintained at all times;
6. The user or users must leave the facility and/or equipment in good condition and working order ready for school use. Violation will result in future denial of use;
7. The user or users must pay, or otherwise make compensation, for any damage resulting during use;
8. As is outlined in the Contract for Use of St. Maries Joint School District No. 41 Facilities, all users will agree to indemnify, protect, save, and keep the District harmless of and free from any losses, damages, injuries, claims, demands, and expenses, including legal expenses, arising out of the use by the User of any facilities or equipment owned by the District; and
9. The Board of Trustees and District officials reserve the right to deny usage by any party or individual as District use remains top priority.

CONTRACT FOR USE OF
ST. MARIES JOINT SCHOOL DISTRICT NO. 41 FACILITIES

This Contract is made this _____ day of _____, _____, by and between _____, hereinafter referred to as "User", and St. Maries Joint School District No. 41, hereinafter referred to as "District", for the use of the following District facilities:

Facilities to Be Used _____
(Building Location):

Specific Room(s) to Be _____
Used:

Purpose of Use: _____

Date(s)/Time of Use: _____

User Address: _____

User Telephone Number: _____

Contact Person: _____

The undersigned, being an agent of the above-named User, and on behalf of the User, does hereby agree to indemnify, protect, save, and keep the District harmless of and free from any losses, damages, injuries, claims, demands, and expenses, including legal expenses, arising out of the use by the User of any facilities owned by the District.

The Building Principal responsible for the building or facilities being utilized shall be immediately responsible for the control of the building(s) and facilities, including maintaining accurate information as to who is using the facilities and for what purposes.

Request for use of the building or facilities for a fundraising project that is not sponsored as a school activity must be cleared through the St. Maries Joint School District Office located at 240 S. 11th Street, St. Maries, Idaho.

The User agrees to the following terms and conditions for the use of the specified facilities:

1. User will clean the facilities upon completion of the activity.
2. User will pay for any damages that occur while using the facilities.

3. Any people who are not part of the User's group will not be allowed to loiter around or in the facilities being used.
4. Upon leaving the building and facilities, all doors, windows, gates, etc., will be checked and secured and all doors locked by the User. If appropriate, all security systems will be properly armed.
5. All lights will be turned off and heat settings returned to non-occupied settings when the activities are completed.
6. Users will be responsible for the building and facilities during their use.

No authorized person or persons will be allowed to remain in the building or facilities at the completion of the activity.

No District facility may be used for personal gain unless user or users pay a reasonable fee. The fee currently set by the Board of Trustees is Ten Dollars (\$10.00) per hour.

Users will check out keys for Heyburn Elementary School and Gym, St. Maries Middle School and Gym, St. Maries High School and Gym, and UpRiver Elementary School from each school office after receiving prior approval from the building principal.

All keys are to be returned to the appropriate school within three (3) days of use.

The following Board Policies govern and control the use of District facilities:

1. Board Policy 802.03 – Use of School Property and Equipment
2. Board Policy 802.04 – Fee for Use of School Buildings
3. Board Policy 802.06 – Community Use of High School Gym

ST. MARIES JOINT
SCHOOL DISTRICT NO. 41

USER:

By: _____
Superintendent/Building Principal

By: _____
Authorized Agent

BUILDING KEY DISTRIBUTION

Keys Issued to: _____

Number of Keys Issued: _____ Key Numbers: _____

Issued to: _____ Date: _____

Date Keys Returned: _____

Policy Cross Reference:

Legal Reference:

Policy History:

Adopted:	07/12/1976
Reviewed:	11/11/1985
Amended:	11/11/1985
Reviewed:	08/04/2008
Reviewed:	04/15/2013
Amended:	04/15/2013
Reviewed:	09/09/2013
Amended:	09/09/2013
Reviewed:	10/16/2017
Amended:	10/16/2017