

**MARSING JOINT SCHOOL DISTRICT NO. 363**  
**FACILITY RENTAL AGREEMENT**

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DATE OF USE: \_\_\_\_\_  
Addition Dates List Below

FACILITY: \_\_\_\_\_

Is this an ANNUAL EVENT? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes Name of Event: \_\_\_\_\_

*(First time ANNUAL EVENT requires a presentation to the Marsing School Board by the group hosting. Subsequent years need this form completed and approved by the Marsing School Board)*

\*I can provide assistance in the setup and take down of the facility: Yes \_\_\_\_\_ No \_\_\_\_\_

Podium: Yes \_\_\_\_\_ No \_\_\_\_\_

P.A. System: Yes \_\_\_\_\_ No \_\_\_\_\_

Chairs: Yes \_\_\_\_\_ No \_\_\_\_\_ Qty: \_\_\_\_\_

Tables: Yes \_\_\_\_\_ No \_\_\_\_\_ Qty: \_\_\_\_\_ Type (lunchroom/folding): \_\_\_\_\_

Technology: Yes \_\_\_\_\_ No \_\_\_\_\_ Type & Qty ( Projector, Chromebook, etc): \_\_\_\_\_

Other items/equipment needed: \_\_\_\_\_

PURPOSE OF USE: \_\_\_\_\_

ALCOHOL: Yes \_\_\_\_\_ No \_\_\_\_\_

In District Boundaries      Out of District

\*USAGE FEE: CAFETERIA - \$250 \$500

SCHOOL SUPERVISING: Yes \_\_\_\_\_ No \_\_\_\_\_

**SMOKING IS NOT ALLOWED**

OUTSIDE HUB - \$50 \$100

SCHOOL CAFETERIA KITCHEN USAGE ADDITIONAL \$20.00 PER HOUR

Please list specific dates requested. If you are requesting the facility for more dates than space on the form allows, please attach dates to this form.

Date of Use		Time of Use	For District Use Only	
			Able to Accommodate	Unable to Accommodate
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

The renter agrees:

1. **The renter understands and agrees to the understanding that in the event the School District needs to use a District facility for School District purposes, the School District's needs will always take precedence and will nullify this agreement.**
2. **To leave the facility clean and in the same condition as when it was rented or reimburse the District for the cost of clean-up and/or repairs.**
3. To abide by all rules, regulations, and policies.
4. To hold the Marsing Joint School District, its employees, volunteers, trustees, and insurance carriers harmless from any and all claims, financial and otherwise, due to accident or injury to the person of any of the participants or their guests while on Marsing Joint School District property.
5. To assume responsibility of the personal property of any individuals participating in the activity.
6. \*to pay for any requested or required district employee at the rate of **\$20.00** per hour.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Renter/Responsible Party)

\_\_\_\_\_  
(Phone Number of Renter)

*\*Please comment on this form if you are unable to assist with the setup and/or cleanup of facility. Please be aware that your club/organization may be charged a fee for use of the facility if Custodial/Grounds/Building staff must work outside of their regular scheduled hours and/or duties.*

If unable to assist in setup/cleanup of facility, please explain here: \_\_\_\_\_

Additional comments from Renter: \_\_\_\_\_

Additional comments from District: \_\_\_\_\_

APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
(Facility Manager)

\_\_\_\_\_  
(Date)

APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
(Maintenance/Grounds Supervisor)

\_\_\_\_\_  
(Date)

APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
(Superintendent)

\_\_\_\_\_  
(Date)

APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
(IT/AD/Other)

\_\_\_\_\_  
(Date)

BOARD APPROVED: YES \_\_\_\_\_ NO \_\_\_\_\_  
ANNUAL EVENT

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Vice-Chairman)

\_\_\_\_\_  
(Date)

**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  
(printed name)

\_\_\_\_\_  
(name of organization)

For and in consideration of the use of the facilities of Marsing Joint School District No. 363 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, suits, injuries, or any other claim or demands arising out of the use of any facility of Marsing Joint School District No. 363.

**THE UNDERSIGNED FURTHER AGREES:**

1. 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 an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said School District.
2. To provide the School District with proof of insurance, in the format of a Certificate of Insurance. This certificate must show a minimum limit of liability coverage \$1,000,000 per occurrence. If no Certificate of Insurance is made available to the School District, then the agent or officer named above, is solely responsible for any and all damages or losses caused by the organizations use of the School District facilities.
3. Neither the undersigned or the organization which it 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.
4. 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.

5. 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.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. 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.
8. 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.
9. This agreement shall be governed by the applicable laws of the State of Idaho.
10. 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 \_\_\_\_\_, 200\_\_\_\_\_

at \_\_\_\_\_, Idaho.

\_\_\_\_\_  
 School Superintendent  
 Marsing Joint School District No. 363

\_\_\_\_\_  
 Signature of Responsible Person

\_\_\_\_\_  
 Organization

Is your Certificate of Liability Insurance  
 included/attached? (Please initial)

Yes \_\_\_\_\_

No \_\_\_\_\_