



Kimberly School District #414

Facilities Use Agreement 4330F
Application for Use of School Facilities

School facilities are available to the community for education, civic, cultural and other non-commercial uses consistent with the public interest, when such use does not interfere with the school program or school-sponsored activities. Use of school facilities for school purposes has precedence over all other uses. Second preference will be provided to non-district 501(c)(3) non-profit organizations that are comprised exclusively of Kimberly students/school age residents, followed by organizations involving patrons/residents of Kimberly. Next will be other 501(c)(3) non-profits, followed by for profit organizations. KSD Community Relations Policy 4330

Organization Name _____

Organization Contact Name & Title _____

Organization Billing Address _____

Organization Contact Email _____

Organization Contact Phone & Cell Phone _____

Organization Purpose and/or Goals _____

On-site supervisor & Contact Phone _____

- Organization Type
- Group A *Student and School related events/organizations*
 - Group B *Joint Use Agreement organizations and non-profit organizations with 501(c)(3) tax status that are comprised exclusively of Kimberly students/school age residents*
 - Group C *Organizations involving patrons/residents of Kimberly*
 - Group D *Other 501(c)(3) non-profit organizations*
 - Group E *For profit organizations*
- **The Superintendent will determine if other programs, not listed, comply with the intent of Board Policy to qualify as a charity program. Each case will be reviewed individually.***

Facilities Requested (select all that apply)

Indoor Facilities

if other, please specify _____

Outdoor Facilities

if other, please specify _____

Date(s) of Event(s) _____
*(if more than one date or event, please attach a schedule of events with dates and facility needs - **be specific with facility needs for each date/event**)*

Time to access Facility Time event starts Time event Ends

of Team(s)/Group(s) # of School-aged participants # of Adult participants

Schedule of Fees

- Group A Student and school-related organizations shall be granted the use of Kimberly School District facilities at no cost
- Group B, C, D Non-profit organizations will be assessed a fee determined by the Superintendent or designee
- Group E At a minimum the fee for for-profit organizations will be the actual cost of the district

Estimated Charges _____

*****Continue on Back of Form *****

For Office Use Only				
Building Principal	_____	Other	_____	_____
	Date	Signature	Date	Signature
Maintenance Director	_____	Other	_____	_____
	Date	Signature	Date	Signature
Athletic Director	_____	Other	_____	_____
	Date	Signature	Date	Signature
Food Services Director	_____	Approved/Denied _____		
	Date	Signature	Total Fees Charged _____	
Superintendent	_____	Notification Sent _____		
	Date	Signature		

KSD FACILITIES RULES

- 1 No smoking/vaping in the school buildings or on school grounds
- 2 No alcohol use allowed in the school buildings or on school grounds
- 3 If the activity involves minor children that will be directed by an adult supervisor, the requesting organization must provide proof of the following, suitable to Kimberly School District: All adult supervisors have undergone a background check and are trained in duty to report abuse, neglect, and suicidal tendencies. If the activity is a full contact sport, adult supervisor must be trained in CPR, First Aid, and Concussion protocols.
- 4 All persons participating in athletic activities in the gym(s), must wear approved gym shoes
- 5 Moving or adjusting school equipment must be approved by the building principal
- 6 All property not belonging to the school system is to be removed after the last performance or the following day after use of the school facility
- 7 Damage to school district property will be the responsibility of the organization utilizing Kimberly School District facilities.
- 8 The agency or organization agrees to reimburse the school district for any costs the district may incur due to the agency or organization's failure to comply with Section 504 of the Rehabilitation Act of 1973 or the American with Disabilities Act (ADA)
- 9 To indemnify and hold harmless Kimberly School District its agent, employees and assigns from all manner, action, or actions cause or causes of action, suits, injuries, or any other claims, cause of action, suit, injury, or demand arising out of the organization's use of the facilities of said School District
- 10 Entities using the facilities shall provide the district with a certificate of liability insurance from the user for at least \$1,000,000 with an endorsement naming the district as an additional insured on the user's policy
- 11 Neither the undersigned, nor the organizations 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 organizations arising out of the use of the facilities of the School District
- 12 To immediately notify the School District of any conduct or circumstances which bring about an injury or person(s) 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
- 13 To reimburse Kimberly School District for any damages or losses caused by the organization's use of the school facilities and agrees to pay for said damages within 60 days
- 14 To obtain an individual waiver of liability for each participant in any program that involves the use of any facility of the Kimberly School District if said waiver of liability is required by the School District
- 15 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 Kimberly School District for all legal expenses and costs reasonably incurred
- 16 This agreement may not be changed orally, but only by an agreement in writing and signed by the party against who enforcement of any waiver, change modification, or discharge is sought
- 17 This agreement shall be governed by the laws of the State of Idaho
- 18 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 representative, successors and assigns of the parties to this agreement

The undersigned hereby agrees to hold harmless and indemnify the Kimberly School District #414 from and against any and all claims of any kind or nature arising out of the use of the district's premises or facilities including, but not limited to costs, attorney fees, judgements, awards or any other cause of action.

Dated this _____ day of _____ 20_____ at Kimberly, ID

Signature of Person Responsible

Printed Name of Person Responsible

Kimberly School District does our best to make facilities available. As our community continues to grow, we ask that those requesting our facilities only request the specific facilities and times that they need for practices and games/events.

Kimberly School District #414

Facilities Use Agreement 4330F - Facilities

Indoor Facilities

LA Thomas Building - 137 Center Street West
LA Thomas Gym

Kimberly Elementary School - 311 Main Street
Kimberly Elementary Gym
Kimberly Elementary School Kitchen
Kimberly Elementary Library
Kimberly Elementary School Classroom (Please Specify)_____

Stricker Elementary School - 900 Polk Street West
Stricker Elementary Gym
Stricker Elementary Kitchen
Stricker Elementary Library
Stricker Elementary School Classroom (Please Specify)_____

Kimberly Middle School - 525 Center Street West
Kimberly Middle School Gym
Kimberly Middle School Kitchen
Kimberly Middle School Classroom (Please Specify)_____

Kimberly Middle School Library

Kimberly Middle School Commons/Cafeteria

Kimberly High School - 885 Center Street West
Kimberly High School Gym
Kimberly High School Kitchen
Kimberly High School Classroom (Please Specify)_____

Kimberly High School Library

Kimberly High School Commons

Other (Please Specify)_____

Outdoor Facilities

Kimberly Elementary School - 311 Main Street
Kimberly Elementary School Grass Field

Stricker Elementary School - 900 Polk Street West
Stricker Elementary School Grass Field

Kimberly Middle School - 525 Center Street West
Kimberly Middle School Practice Field (in front of school)
Kimberly Middle School South Grass Area #1 (between KMS and fence)
Kimberly Middle School South Grass Area #2 (between fence and Legion Baseball Field)

Kimberly High School - 885 Center Street West
Kimberly High School
Kimberly High School Soccer Field
Kimberly High School Practice Field (south of KHS)
Kimberly High School Softball Main Field
Kimberly High School Softball Practice Field
Kimberly High School Baseball Field (Legion Field)
Kimberly High School Common Area #1 (grass areas between KHS Softball field and KHS Practice field)
Kimberly High School Common Area #2 (grass area between KMS and KHS)

Kimberly School District Football Stadium

Other (Please Specify)_____

District Office Facilities

Kimberly School District Office - 241 Center Street
Kimberly School District Outdoor Classroom
Kimberly School District Rotunda

Other (Please Specify)_____