

Community Use of School Facilities

LICENSE FOR USE OF SCHOOL PROPERTY

IN CONSIDERATION of

\$ _____ (see Policy 4210P for fee schedule) for Facility Rental,
and/or \$ _____ (see Policy 4210P for fee schedule) for additional Custodial costs if needed,
and/or \$ _____ (see Policy 4210P for fee schedule) for Food Service supervision costs when
kitchen facility is used,

*and the agreements herein contained, JEROME JOINT SCHOOL DISTRICT NO. 261 OF GOODING, LINCOLN AND
JEROME COUNTIES, IDAHO, hereinafter referred to as the "District", hereby grants to*

LESSEE Name and Address: _____
hereinafter referred to as the "Licensee", the right, license and privilege of:

Building: _____ Enter Building Use Request and Purpose: _____

and for no other purpose whatsoever and subject to the following agreements, provisions and conditions:

1. No intoxicating liquors of any kind or description shall be consumed, kept, sold, or given away on any of the property owned by the School District including the area herein above licensed.
2. No smoking shall be permitted within any of the school buildings.
3. The Licensee shall conduct its entertainment in a quiet and orderly manner.
4. No booths, stalls or other structures shall be placed in or affixed to the premises herein licensed.
5. There shall be no parking in the fire lanes of adjacent parking areas.
6. The Licensee will abide every rule and regulation of the District regarding the use of the licensed premises, which rules and regulations they have been advised of in writing by the District.
7. The Licensee assumes all risk of loss, injury or damage of any kind or nature whatsoever to the building in which the area licensed is contained and to the parking lot adjacent thereto, and all risks of loss, injury or damage of any kind or nature to any of the contents of such building in which the area licensed is situated, whether belonging to Licensee or others, and whether such loss, injury or damage results from fire, vandalism or other agency, and whether the same be caused by negligence of Licensee, any of its members, employees or agents, or otherwise, and shall save and keep harmless and indemnify the District from all claims and suits growing out of any such loss, injury or damage. Licensee further agrees that the District shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons, or property of any kind whatsoever, whether the person or property of Licensee, its (their) agents or employees, invitee or other third persons, including employees and agents of the District, from any cause or causes whatsoever while in or upon any property of the District in which the licensed area is situated, or any part thereof, during the period covered by this License, or occasioned by any occupancy or use of said premises or any activity carried on by Licensee in connection therewith, and licensee hereby covenants and agrees to indemnify and save and hold harmless the District from

all liabilities, charges, expenses including attorneys' fees and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring, or damages growing out of same. Provided however, that the indemnification language of this paragraph shall extend only to incidents of liability which arise from, or are related in some fashion to, the use of the licensed premises by the Licensee.

8. Licensee shall post notices containing the provisions pertaining to non-liability of the District for any damages that may be suffered by any person or persons and/or damages to any property that may occur during the period covered by this License.

9. Licensee shall furnish a certificate of Liability in the amount of \$1,000,000 per occurrence for property damage and/or accident naming the Jerome School District as an additional Insured. The Jerome School District reserves the right to waive this requirement.

10. Licensee agrees to pay custodial costs incurred by District for having the building open on an unscheduled day. Custodial costs will be charged at the scheduled employee's overtime hourly rate and will include the District's payroll employment costs. Custodial costs will be in addition to the facility rate specified.

11. In the event the Licensee uses a buildings kitchen facilities, a District Food Service employee will be present at all times for supervision. Food Service Supervision costs will be charged at the scheduled employee's overtime hourly rate and will include the District's payroll employment costs. Food Service supervision costs will be in addition to the facility rate specified.

12. This license is absolutely non-transferable to any third party by Licensee.

13. In addition to the above conditions, the Lessee agrees to provide the district with current and cleared criminal history check using a ten finger/fingerprint card and conducted by the Idaho Bureau of Criminal Identification (BCI), the Federal Bureau of Investigation (FBI); and Idaho Statewide Sex Offender Registry.

IN WITNESS WHEREOF, the Parties have hereunto executed this License Agreement this

DATE: _____

By: _____ By: _____
Jt. Jerome School District #261 Licensee

ATTEST: _____

Policy History:
Adopted on: 10/24/06
Revised on: 05/22/12