

1 Joint School District No. 2, Meridian
 2 Meridian Technical Charter High School, Inc. has adopted West Ada's (Joint School District No. 2) policy.
 3 SCHOOL – COMMUNITY RELATIONS
 4

5 Series 1000
 6

7 Policy Title Rental Fees Schedule Code No. 1003.20
 8

9 HOW TO APPLY FOR FACILITY USE

10 Contact the individual building facilities coordinator at the location of the facility you
 11 would like to lease.
 12

13 RENTAL USAGE AGREEMENT:

14 A refundable deposit of 50% of the rental fee with a minimum of \$100 will be paid to
 15 Joint School District No. 2 when the Rental Usage Agreement is signed. If the
 16 conditions of the agreement are not met, the deposit will not be refunded. The renter
 17 may waive inspection rights, but in the event the building, or any portion thereof, or any
 18 fixtures or equipment located on the premises are damaged, sold, taken or destroyed
 19 as a result of the use of the building, the approved individual or organization will at
 20 his/her own expense repair and/or replace all such damaged or destroyed property. The
 21 amount of damages and acceptable method of restoration shall be determined by the
 22 school Principal and the Joint School District No. 2 Assistant Superintendent.
 23

24 Only certified District Technicians are permitted to operate auditorium sound and
 25 lighting equipment.
 26

27 HOLD HARMLESS & INSURANCE REQUIREMENTS:

28 A signed Hold Harmless and Indemnity Agreement and a certificate of insurance must
 29 be submitted at the time the Rental Usage Agreement is signed and delivered. The
 30 **Hold Harmless and Indemnity Agreement** can be found on the Internet at:
 31 www.meridianschools.org. Government entities are covered under Idaho Code.
 32

33 If any question arises as to rental fees, a conference with the superintendent or
 34 designee may be requested.
 35

37 RENTAL FEE SCHEDULE:
 38

<i>Description</i>	CATEGORY 1: Feeder schools, youth sports, school/athletic booster clubs, youth wrestling, Optimist Football, Girl/Boy Scouts meetings & trainings, SIC meetings, Alumni class reunions, City Parks/Recreation Youth programs, elections	CATEGORY 2: <i>(including but not limited to)</i> Churches, Education, Tax Supported Agencies, Civic, Service, Community & Occupational Organizations, Symphony, Cooperative Extension, Municipalities & Government Agencies	CATEGORY 3: <i>(including but not limited to)</i> Clinics, Camps, Concerts, Pageants, For-Profit business meetings, Workshops, Fundraisers/Tournaments, Dance/Music recitals, Play/Productions, Sporting Events, Semi- & Prof. Fundraisers, Weddings/Receptions
Auditorium – Small			
With Audience	Exempt	\$18/hr	\$100/hr
Without Audience	Exempt	\$12/hr	\$50/hr
Auditorium - Large			
With Audience	Exempt	\$36/hr	\$200/hr
Without Audience	Exempt	\$18/hr	\$100/hr
Gymnasium			
With Audience	Exempt	\$36/hr	\$150/hr

Without Audience	Exempt	\$18/hr	\$75/hr
Cafeteria without Kitchen	Exempt	\$18/hr	\$30/hr
Stadium, turf (<i>each</i>)	Exempt	\$88/hr	\$350/hr
Stadium, natural grass (<i>each</i>)	Exempt	\$58/hr	\$250/hr
Stadium Lights	Exempt	\$12/hr	\$20/hr
Locker Rooms	Exempt	\$12/hr	\$50/hr
Class Rooms **	Exempt	\$15/hr	\$30/hr
Sound Technician		\$22/hr	\$22/hr
Sound System : With microphones Multiple microphones/mixer	Exempt	\$30/day	\$30/day
	Exempt	\$50/day	\$50/day
Lighting Technician		\$22/hr	\$22/hr
Lighting System	Exempt	\$22/hr	\$22/hr
Scoreboard with Operator		\$25/hr	\$25/hr
Projection Equipment (<i>each</i>)	Exempt	\$30/day	\$30/day
Custodian	\$25/hr/(\$37.50/hr weekends)	\$25/hr/(\$37.50/hr weekends)	\$25/hr/(\$37.50/hr weekends)
Supervision	\$25/hr	\$25/hr	\$25/hr
Food Service Attendant	\$25/hr	\$25/hr	\$25/hr
Television/VCR/DVD (<i>each</i>)	Exempt	\$25/day	\$25/day
Baby Grand Piano *	\$125/day	\$125/day	\$125/day
Upright Studio Piano *	Exempt	\$75/day	\$75/day
Choral Risers (<i>per section</i>)	Exempt	\$25/day	\$25/day
Stage/Spot Lights (<i>each</i>)	\$25/day	\$25/day	\$25/day
Intercom Headsets	\$15/day	\$15/day	\$15/day
Pit Cover (<i>on or off</i>) Centennial HS only	\$99/day	\$99/day	\$825/day
Security		<i>Provided by Lessor</i>	

39 Indirect fee for facility rentals over \$200 shall be 4%

40 * Piano tuning – responsibility of Renter

41 ** All rentals are a 2-hour minimum, except Stadiums which are a 3-hour minimum

42 NOTE: Computer Labs, Tech Labs, Shops, etc. are not to be rented. Personnel & equipment
43 costs will be added for Non- and Not-For- Profit category.

44

45 Date of Revision:

Legal Reference: Code of Idaho

46 02/09/10; 04/12/11

33-601

RENTAL USAGE AGREEMENT

Between:

And:

Joint School District No. 2
 1303 E. Central Drive
 Meridian, Idaho 83642
 (Hereinafter called "OWNER")

 (Hereinafter called "RENTER")

Upon the full execution of this Rental Usage Agreement (the "Agreement") by all parties, the following described portion of Joint School District No. 2 facilities is hereby rented to the RENTER according to the following schedule and terms:

1. Area(s)/Room(s) Rented (hereinafter the "Premises"): _____
2. Date(s) of Rental: _____ between the hours of _____ and _____.
3. Check areas/equipments/services on page four and specify total fees to be paid in the space below as per Joint School District No. 2 policy 1003.20 (Rental Fees).

Total Deposit - refundable per terms of Agreement	\$
Total of All Rental Fees From Page 4	\$

4. List equipment included as part of rental (if any): _____
5. SPECIAL CONDITIONS OF THIS AGREEMENT:
 - a. RENTER acknowledges that it has received and read OWNER'S policy numbers 1003.10 and 1003.20 and RENTER agrees to all of the terms and conditions contained in such policies as if set forth in full herein.
 - b. No equipment other than that specified in Item 4, above, will be furnished to the RENTER without the prior written approval of the building coordinator.
 - c. RENTER accepts the Premises in AS-IS condition.
 - d. Failure of RENTER to properly care for the Premises and/or to comply with any term and condition of this Agreement shall constitute a breach of this Agreement and shall, at the option of the OWNER, empower OWNER to immediately terminate RENTER's right to use the Premises.
 - e. No food or beverages will be allowed except in designated areas.
 - f. RENTER shall be responsible for the orderly and lawful conduct of all persons occupying the Premises and while present upon OWNER'S property.
 - g. Certain group programs or activities may require the presence of firemen, policemen, special equipment and/or medical personnel. The scheduling and payment of these services is the sole responsibility of RENTER.
 - h. The OWNER shall not be liable for any loss of revenue or damage whatsoever to RENTER as a result of the closure of the Premises by the Fire Marshal, or for any other situation out of OWNER's control, including an act of God.
 - i. The RENTER shall be solely responsible for any and all damage to OWNER, including damage to OWNER's property, including the Premises, including but not limited to, all fines or penalties imposed upon the OWNER, which result from the activities of RENTER and/or or its

agents, employees, guests and invitees at or upon the Premises or upon any other of OWNER's property.

- j. In accordance with District policy and State law, the possession of alcoholic beverages on District property is strictly prohibited. Likewise, the use of tobacco in any District building or upon any property owned by the District is prohibited.
- k. Payment by the RENTER will be made prior to any use of the Premises unless other arrangements have been made with the OWNER'S superintendent or appropriate building coordinator.
- l. RENTER shall faithfully observe and comply with such other rules and regulations as OWNER may from time to time reasonably promulgate regarding use of the Premises and/or other common areas. OWNER reserves the right from time to time to make reasonable modifications to said rules and regulations. Such rules and regulations and any additions and modifications thereto shall be binding upon RENTER upon delivery of a copy of them to RENTER.

6. MISCELLANEOUS PROVISIONS:

- a. Use of Premises. RENTER, its agents, employees, guests and invitees shall neither commit nor permit any waste upon the Premises, nor shall make any use of the Premises or common areas which is a nuisance or disturbs the quiet enjoyment of other occupants of OWNER's property.
- b. No Animals. Other than service animals, RENTER shall not bring or allow onto the premises any animal of any kind for any reason.
- c. No Assignment or Subletting. RENTER shall not assign or sublet any interest under this Agreement without the prior written consent of OWNER, which OWNER is free to withhold for any reason.
- d. Condition and Suitability Premises. RENTER has examined the Premises prior to taking possession of such. RENTER's use of the Premises shall be conclusive evidence as against RENTER that at the time of taking possession the Premises were in good order and satisfactory condition. OWNER does not make and hereby disclaims any warranties, express or implied, with respect to the Premises, and RENTER takes the Premises in their present "AS-IS" condition, with all faults including latent and patent defects. RENTER acknowledges that neither OWNER nor any agent or employee of OWNER has made any representation or warranty, nor is RENTER relying on any representations or warranties made by OWNER or OWNER's agents or employees, with respect to the Premises or with respect to the suitability of the Premises for RENTER's intended use, nor has OWNER agreed to undertake any modification, alteration, or improvement of the Premises except as specifically set forth in this Agreement.
- e. No Alterations and Improvements. RENTER shall not make any alterations, additions, or improvements to the Premises or any part thereof at any time.
- f. Waiver of Rights and Terms. Any failure by OWNER to enforce the terms of this Agreement shall not constitute a waiver of said terms by OWNER.
- g. Attorney Fees. If any action or proceeding is instituted to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorney fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.
- h. Authority of the RENTER. In the event the RENTER is a corporation, limited liability company, or other business entity, the parties executing this Agreement on behalf of RENTER hereby covenant and warrant that they are duly authorized to execute and deliver this Agreement on behalf of said entity.
- i. Time of Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

- j. Entire Agreement. This Agreement and the related documentation referenced herein constitute the entire agreement between the parties and may not be modified except in writing, signed by both parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.
- k. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT ON THE DATE(S) SET FORTH BELOW.

OWNER: By: _____ RENTER: By: _____
(Superintendent/Designee) (Authorized Representative)
Date Signed: _____ Date Signed: _____
Phone Number: _____

JOINT SCHOOL DISTRICT NO. 2 - DISTRICT SERVICE CENTER

RENTAL FEE SCHEDULE

<i>Description</i>	<i>CATEGORY 1:</i> Feeder schools, youth sports, school/athletic booster clubs, youth wrestling, Optimist Football, Girl/Boy Scouts meetings & trainings, SIC meetings, Alumni class reunions, City Parks/Recreation youth programs, elections.	<i>CATEGORY 2 (including but not limited to):</i> Churches, Education, Tax Supported Agencies, Civic, Service, Community & Occupational Organizations, Cooperative Extension, Municipalities & Government agencies	<i>CATEGORY 3 (including but not limited to):</i> Clinics, Camps, Concerts, Pageants, For-Profit business meetings, Workshops, Fundraisers/Tournaments, Dance/Music recitals, Play/Productions, Sporting Events, Semi- & Prof. Fundraisers, Weddings/Receptions
Sound System-w/1 microphone Multiple microphones (mixer)	\$30/Day \$50/Day	\$30/Day \$50/Day	\$30/Day \$50/Day
Sound Technician	\$22/Hr	\$22/Hr	\$22/Hr
IT Support	\$35/Hr	\$35/Hr	\$35/Hr
Projection Equipment DVD, VCR, etc.	\$30/Day	\$30/Day	\$30/Day
Staff Supervision (Technician, Chef, etc.)	\$25/Hr	\$25/Hr	\$25/Hr
Custodian	\$25/Hr (\$37.50/hr weekends)	\$25/Hr (\$37.50/hr weekends)	\$25/Hr (\$37.50/hr weekends)
Parking Lot	Exempt	\$100/Day	\$250/Day
Sawtooth Lecture Hall	Exempt	\$36/Hr	\$120/Hr
Auditorium	Exempt	\$36/Hr	\$140/Hr
Convention Center – 6 Rooms	Exempt	\$80/Hr	\$300/Hr
Salmon River Room	Exempt	\$36/Hr	\$120/Hr
Café Renaissance	Exempt	\$20/Hr	\$70/Hr
Salmon River Room w/Café Renaissance	Exempt	\$40/Hr	\$140/Hr
Lochsa Room	Exempt	\$12/Hr	\$40/Hr
Clearwater Room with Payette or Stillwater with Payette and Stillwater	Exempt	\$12/Hr \$24/Hr \$36/Hr	\$40/Hr \$80/Hr \$120/Hr
Payette Room	Exempt	\$12/Hr	\$40/Hr
Stillwater Room	Exempt	\$12/Hr	\$40/Hr
Computer Lab	Exempt	\$4.50/seat per Hr	\$9/seat per Hr

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NOTE: Café Renaissance not available on Thursday or Friday during school year

11/2/2011

JOINT SCHOOL DISTRICT NO. 2 - FACILITY RENTAL FEE CLASSIFICATIONS

Category 1: Groups Exempt from Rental Fees. School/District sponsored events, Y-Ball, AAU.

For example: feeder school (i.e. students living within school boundary) youth sports (e.g. Y-Ball, PAL, AAU), school/athletic booster clubs, youth wrestling, Optimist Football, Girl/Boy Scouts meetings, SIC meetings, alumni class reunions, City Parks/Recreation youth programs, elections, homeowners associations, bazaars that donate back to schools.

Category 2: Non-Profit Organizations, Education, Tax Supported Agencies. Organization meetings, cooperative extension, civic, service, community and occupational organizations.

For example: churches, municipalities and government agencies, civic, service, community, and occupational organizations, community discussion and informational forums, financial aid seminars, IHSAA meetings, tournaments, Girl/Boy Scouts training, Triad District Board of Control, ID STAR Motorcycle Program, club sports, bazaars, Idaho Watercolor Society, Optimist Football Tournaments, City Parks/Recreation adult programs, classroom use for university credit (CWI, U of I, BSU, NNU), and fundraiser tournaments that directly benefit school programs, symphony.

Category 3: For-Profit Organizations and For-Profit Revenue Generating. Clinics, camps, concerts, pageants, for-profit business meetings and fundraisers/tournaments, dance/music recitals, semi-pro sports and plays/productions, professional fundraisers, sporting events.

For example: private corporations, performing arts groups, Miss Meridian/Miss Idaho Pageant, special events for Girl/Boy Scouts, fundraiser tournaments, semi- and professional sports, out-of-district sports camps/clinics, WWFL, State Chess Tournament, entertainment events, dance recitals, USA Cheer/Dance, out-of-district graduations, family reunions, BYU Folk Dancers, weddings/receptions, private seminars, Crime Stoppers, Northwest Linemen, private music/sports lessons, private driver education.