

Kootenai County Fire & Rescue

Administration Office

1590 E. Seltice Way
Post Falls, ID 83854
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Fax: 208-777-1569
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FACILITY USE AGREEMENT

1. Organizations or individuals who have been approved for access/usage of KCFR property or facility, agree to abide by all policies, rules and regulations of the Board of Commissioners and/or Fire Chief, regarding the use of Kootenai County Fire & Rescue (KCFR) property or facilities and the conduct of persons in or on KCFR property or facilities.
2. Any program, meeting or event held at one of the KCFR facilities shall not disrupt the routine, procedures and/or operations of KCFR. If required for KCFR purposes, or for an emergency, or if the granted facility user is in violation of any rule, it is understood that KCFR reserves the right to withdraw or rescind the granting of the use of the property or facility on short notice.
3. Activities to be conducted within KCFR facilities should provide the attainment of positive educational, cultural, recreational, social or civic goals, and shall in no manner be directed to activities which involve or encourage the violation of local ordinances, state laws, or federal laws. (*Permission to utilize KCFR facilities does not constitute an endorsement by KCFR of the group or organization's policies or beliefs*).
Note: The proposed use of the District's facilities shall be permitted only on a temporary basis, and each request shall be evaluated on a case by case basis. KCFR specifically reserves the right to disapprove any event that in the opinion of the Chief Officer or KCFR Board may for any reason be potentially disruptive and interfere with KCFR's day to day duties to provide fire protection, fire suppression or rescue services.
4. KCFR District facilities are available for non-District use during the hours of 8:00 a.m. to 9:00 p.m. seven (7) days per week. All meetings and events must conclude and participants must vacate the building by the time specified on the application.
5. Parking for meeting attendees may be restricted due to limited parking spaces available at the requested facility.
6. Smoking or tobacco use in KCFR facilities **is strictly prohibited** by KCFR policy and is not allowed.
7. Alcohol and/or illegal drugs **are strictly prohibited** by KCFR policy and are not permitted on KCFR property.
8. Snacks and drinks are allowed in the KCFR facilities; *however* users must clean the tables, chairs and carpet as necessary. *Note: KCFR does NOT furnish coffee or drinking cups/glasses.*
9. Only designated surfaces in the reserved facility may be used to attach any fliers, signs, posters or other materials. Under no circumstances shall any materials be attached in any manner to painted walls, windows or the ceiling of the meeting room. No stakes, moorings, or other objects will be placed in the ground or blacktop if such areas are to be used. All displays and brochures for the meeting event shall be contained within the area reserved for the event.
10. Equipment, supplies, materials, or other items owned by a community group or used by them in Fire District facilities are not the responsibility of the Fire District, nor can these items be stored in the facility being utilized. The room must be cleared of all group or organization supplied items (equipment, boxes, paper, etc.) at the end of the meeting. Each group will be responsible for the set-up and clean-up of the facility area used.
11. KCFR does NOT furnish media/audio-visual equipment to users of the facilities.

12. KCFR telephones and network/internet connections are not available to facility room users.
13. KCFR property, facilities, and equipment will be used in a careful and prudent manner so as to prevent any loss, defacement, or damage to them. All users are required to leave the facility in the condition found.
14. No fee will be charged for the use of the facilities; *however* a utility fee in the amount of \$50.00 per day (pro-rated to \$6.00 per hour) may be charged to users to cover utility expenses incurred by the District. In addition, the user shall assume full responsibility for any damage to the KCFR facility and or meeting area furnishings.
 - a) KCFR may charge a refundable cleaning and damage deposit of \$25.00 per event that must be received with the KCFR Facility Reservation form. If there are no problems and/or damage related to the use the facility, this deposit will be available to be returned on the next business day following the scheduled facility use.
15. The sponsoring organization or individuals shall be responsible for any and all liability for any loss, injury, or damage to persons or property that may be sustained by KCFR related to the program or event or the attendees.
16. The requesting organization shall provide proof of liability insurance for personal injury and/or property damage in the amount of \$1,000,000.00. KCFR must be named as additional insured on a certificate of insurance; which shall be provided to the Fire Chief, Director of Administration or their designee seven (7) working days prior to the event. However, upon request by a political subdivision of the state of Idaho, this provision shall be satisfied by a policy of insurance equal to the amount of their statutory liability of \$500,000, or their maximum liability insurance coverage, whichever is greater
17. The requesting organization must request an access card in advance and have it activated for the time frame that the facility is reserved. KCFR may charge a deposit of \$10 for the access card which will be refundable upon return of the card.

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- I. I (we) request the use of the KCFR facilities indicated on the District Facility Use Request Form as the delegated representative of the organization indicated, or on behalf of myself, or the group I represent. I (we) further acknowledge that I (we) have read and understand the District Use of Facility policy and rules listed herein. I (we) personally assume responsibility for the proper conduct of any and all individuals attending this function/event, for the reimbursement to the KCFR Board of Commissioners for any damages to District property or facilities for the payment of charges for the use of said facilities and/or equipment.
- II. I (we), personally and as the delegated representative of the undersigned organization, on behalf of ourself(s) and the sponsoring organization or individual hereby indemnify and save free and harmless KCFR, its elected officials, officers and all other personnel from any and all claims, liability or loss occasioned as the result of injury or death to persons or damage to property arising out of the use of the KCFR facility, KCFR property or the activity sponsored by the undersigned organization.
- III. This agreement is valid for the calendar year _____ (all agreements expire December 31st).

Signature of Applicant

Date

Name of Organization Represented

** This agreement must be signed and attached to the Facility Use Request for Administrative Office File.*