

The buildings or facilities of Sublette School District No. 9, are maintained primarily for public education, however, the Board of Trustees shall be authorized to enter into a lease arrangement not to exceed one (1) calendar year for leasing school facilities to groups or organizations meeting the guidelines and provisions of this policy. The intent of this policy shall be to enter into lease arrangements only where such lease, in the determination of the Board of Trustees, would be of benefit to the general public educational system and the general public and at no time benefit those seeking private, commercial gain or political gain or profit. The provisions of this policy are as follows:

1. Education organizations desiring to lease public school facilities should be publically supported. Only educationally related organizations receiving in excess of thirty (30%) percent of their annual operating budget from federal, state, or local tax levies shall qualify for consideration of being offered a lease. Because of the constitutional prohibition of combining church and state, leases shall not be permitted for operation of parochial schools.
2. The intent of such leasing of portions of the school physical plant shall always be recognized as an attempt to better serve residents of this school district. At no time shall overnight lodging or housekeeping be permitted on school premises without prior permission of the school district in event of any emergency.
3. Agents of the school district shall be permitted entry into all areas of school district property subject to lease whenever it is felt in the best interest of the school district to make entry.
4. The school district shall provide all custodial and maintenance services with no materials used for cleaning and with no maintenance undertaken by lessee without prior permission of appropriate individuals employed by the school district. Maintenance and custodial services shall be provided by the school district as part of the lease contract, however, any extraordinary custodial or maintenance services or any maintenance and repairs required for damages or problems caused by lessee for reasons other than ordinary wear and tear on the facilities would represent an added cost and would be billed to the organization using the facilities under provisions of the lease.
5. It shall be recognized by all parties to any lease that the needs of the school district for school district-owned facilities shall always take precedence and when essential to the educational system of the school district, the lease may be terminated prior to its expiration date.
6. While the school district shall maintain proper insurance coverage to protect the interests of the school district, no coverage shall be carried by the school district to protect the individual or agency leasing the school district property.
7. Individuals or agencies leasing school district property shall provide to the school district no later than thirty (30) days after the commencement of an annual lease, proof that adequate liability insurance exists to ensure that at no time can the school district be involved in liability for actions of the organization renting facilities from the school district.