

Idaho Army National Guard Facility Use

READINESS CENTER USE PROGRAM



The State of Idaho owns and operates the readiness centers for the primary purpose of the Idaho Army National Guard (IDARNG). The buildings are available to the public and private individuals if their use does not interfere with their primary purpose and the State of Idaho is reimbursed for operating costs. The information provided below is the list of requirements, documentation, and fees required to utilize the readiness centers for public or private use in the State of Idaho. Care must be exercised in determining the use of the armory/readiness center so as to avoid offending neighbors or the public at large. The renter will not engage in, sponsor, or conduct any activities that shed a negative light on the National Guard or violate Federal, State, or local laws while on the rented premises. The IDARNG retains the right to refuse rental for any reason. Building Managers should contact the CFMO Facilities Manager for additional guidance as necessary.

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HOLD HARMLESS AGREEMENT

1. Written notice will be furnished to terminate this agreement. The Idaho Army National Guard reserves the right to terminate this agreement at any time for emergencies or official business.
2. Alcohol will not be sold or otherwise dispensed on the rented premises unless preauthorized per Appendix E of this policy memorandum.
3. The renter will not engage in, sponsor, or conduct any activities that shed a negative light on the National Guard such as extremist activities and engaging in political activities, or violate Federal, State, or local laws while on the rented premises.
4. The renter is liable for any damage, destruction, or theft of State, Federal or personal property in or around the rental premises during time of rental even if the renter's occupancy or activities do not directly cause the damage. The IDARNG specifically disclaims all liability for any loss of personal property of the Renter, its employees, agents or invitees.
5. In accordance with the INDEMNIFICATION AND HOLD HARMLESS AGREEMENT below, the State of Idaho is not liable for any theft, damage, or destruction to private property, or bodily injury occurring as a result of the renter's occupancy or activities on the rented premises:
6. The renter will comply with the provisions of Title VI of the Civil Rights Act of 1964 and NGR 24ANGR 30-121, dated 30 March 1966, "Nondiscrimination in Federally Assisted Program," in connection with its use of the rented space. Admission, participation, seating of participants and spectators, and the use of all rented facilities during exhibit, competition, entertainment, or other public event conducted or sponsored by the renter under this rental agreement will be without regard to race, color, or national origin. Any persons not associated with the organization may be denied admissions whenever the attendance at the event is limited to the membership of a particular organization that does not base membership upon race, color, or national origin. Reasonable accommodation will be provided upon request for persons with disabilities.

I HEREBY JOINTLY AND SEVERALLY AGREE TO INDEMNIFY AND HOLD HARMLESS THE UNITED STATES OF AMERICA, THE STATE OF IDAHO, AND THE IDAHO NATIONAL GUARD, AS WELL AS ALL AGENTS AND OFFICIALS THEREOF, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND JUDGMENTS, AND ALL EXPENSES (INCLUDING ATTORNEY FEES) INCURRED IN CONNECTION THEREWITH, FOR DEATH OR ANY INJURIES TO PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY PROPERTY OWNED BY THE STATE OF IDAHO, ACTING BY AND THROUGH THE IDAHO MILITARY DIVISION AND VETERANS AFFAIRS. IN THE EVENT ANY SUCH CLAIMS ARE MADE OR SUITS ARE FILED, THE AFOREMENTIONED RENTER SHALL GIVE THE IDAHO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS PROMPT WRITTEN NOTICE THEREOF. IN WITNESS WHEREOF, THE UNDERSIGNED ENTERED INTO THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT THIS DAY OF _____.

(Renter Printed Name) (Signature) and Phone number _____

(Building Manager Printed Name) (Signature) and Phone Number _____

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Appendix B

FACILITY USE RATES

RATES

1. There are two types of facility rate programs offered by the Idaho Army National Guard; Government/Non Profits and For Profit organizations. Each one is accounted for and pre calculated according to Federal Regulations. Please see Appendix B Table.
2. Nonprofits must provide 501 C to receive lower reimbursable charges.
3. The minimum rental time is 3 hours. After 3 hours, renter will pay the hourly rate with a maximum daily charge reflected in Appendix B Table.
4. Rates are determined by using the average annual utility cost of Idaho National Guard Readiness Centers. Daily rates are determined by dividing this by the number of business days per year. The average daily cost is then based off an eight hour work day.
5. Rates cover room usage, hallways, and restrooms
6. Checks will be sent to the: CFMO Resource Manager ATTN: Michael Grimm
ett 4715 S Byrd St. BLDG 518 Boise, ID. 83705 - Made Payable to: Idaho Military
Division.
7. The renter should remit payment no later than thirty days after completion of event. Tracking that payments are submitted in a timely manner will be managed by the CFMO.

FACILITY SUPERVISION FEE

Facility Supervision Fees. The Building Manager or his / her representative will be present at all times when the readiness center and / or its surrounding property are made available to the Renter. The Renter shall make direct payment to the individual or individuals performing the supervision duty by check upon completion of the event unless a government employee is present during the Renter's usage of the facility. The following supervision personnel fees apply:

- a. Government/Non Profits: \$20.00 per hour
- b. Fundraiser/For Profit. / Private function: \$25.00 per hour

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DAMAGE AND CLEANING DEPOSIT

1. A combined damage and cleaning deposit of \$350 shall be collected in a separate check from the Rental Fee to cover potential facility damage or failure to adequately clean up the facility after the rental. The renter may opt to not clean up the readiness center after use and be charged \$150.00 from the total deposit submitted. The renter may also opt to clean up themselves or hire out and supervise their own cleaning service, to avoid paying the \$150.00 cleaning fee. In this event, the clean-up time should also be factored in the total rental hours paid. Upon satisfactory completion of the post-use inspection, the damage and cleaning deposit shall be returned less any incurred costs.
2. The building manager shall hold the Damage and Cleaning Deposit until it is determined the post-rental facility condition. If the facility is clean and undamaged, the building manager will return this deposit to the renter as soon as possible. This check should be made out to the Idaho Military Division.

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Appendix B Table

	Non-Profit/Community Activity Rate			Fundraiser/For-profit Activity/Private Function Rate		
	\$ Min	\$ Per Hour	\$ Per Day	\$ Min	\$ Per Hour	\$ Per Day
Blackfoot	\$48	\$16	\$128	\$72	\$24	\$192
BLDG 440 AUDITORIUM	\$48	\$16	\$128	\$72	\$24	\$192
BLDG 440 CLASSROOM BOISE	\$48	\$16	\$128	\$72	\$24	\$192
BLDG 500 CLASSROOM, BOISE	\$30	\$10	\$80	\$45	\$15	\$120
BLDG 500 DRILL HALL	\$48	\$16	\$128	\$72	\$24	\$192
BLDG 578 BOISE	\$30	\$10	\$80	\$45	\$15	\$120
BLDG 720 CLASSROOM	\$30	\$10	\$80	\$45	\$15	\$120
BLDG 950 CLASSROOM	\$30	\$10	\$80	\$45	\$15	\$120
BLDG 951, DRILL HALL, BOISE	\$48	\$16	\$128	\$72	\$24	\$192
Burley RC	\$48	\$16	\$128	\$72	\$24	\$192
Caldwell RC	\$63	\$21	\$168	\$95	\$32	\$252
Caldwell Annex	\$30	\$10	\$80	\$45	\$15	\$120
Emmett RC	\$48	\$16	\$128	\$72	\$24	\$192
Gooding RC	\$48	\$16	\$128	\$72	\$24	\$192
Grangeville RC	\$48	\$16	\$128	\$72	\$24	\$192
Idaho Falls RC	\$48	\$16	\$128	\$72	\$24	\$192
Jereome RC	\$48	\$16	\$128	\$72	\$24	\$192
Lewiston RC	\$48	\$16	\$128	\$72	\$24	\$192
Moscow RC	\$30	\$10	\$80	\$45	\$15	\$120
Mountain Home RC	\$63	\$21	\$168	\$95	\$32	\$252
Nampa RC	\$48	\$16	\$128	\$72	\$24	\$192
Orofino RC	\$48	\$16	\$128	\$72	\$24	\$192
Payette RC	\$48	\$16	\$128	\$72	\$24	\$192
Pocatello RC	\$63	\$21	\$168	\$95	\$32	\$252
Post Falls RC	\$63	\$21	\$168	\$95	\$32	\$252
Preston RC	\$48	\$16	\$128	\$72	\$24	\$192
Rexburg RC	\$48	\$16	\$128	\$72	\$24	\$192
Rigby RC	\$48	\$16	\$128	\$72	\$24	\$192
St. Anthony RC	\$48	\$16	\$128	\$72	\$24	\$192
Twin Falls RC	\$48	\$16	\$128	\$72	\$24	\$192
Wilder RC	\$48	\$16	\$128	\$72	\$24	\$192

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Appendix C

INSURANCE

PROOF OF INSURANCE

Proof of Insurance (certificate of insurance). This requirement is mandatory for all use unless you're a government entity. The Renter shall obtain liability insurance for the event to be held in the National Guard facility and/or on its surrounding property, which shall name the Idaho National Guard and the State of Idaho as an additional insured and protect the State against any liability for injuries or damage sustained by individuals attending the events. This insurance shall be in the minimum amount of \$1,000,000 per event, and is usually termed 'Special Event Insurance' by the insurance industry (Some homeowner's insurance policies may have this coverage included, but there must be specific verbiage to this effect listed in the policy document(s) submitted). Otherwise the Renter must prove to the Idaho National Guard that it has general liability insurance that would protect the Guard and State from any such claims in the minimum amount of \$50,000 per person.

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Appendix D

WALK THROUGH / AUTHORIZATION FOR ALCOHOL / LAW AND ORDER PROOF

WALK THROUGH

Once forms and payment are submitted to the building manager, a building walkthrough is conducted with the renter to show what rooms/spaces they are permitted to use, restroom locations, emergency exit locations, applicable light switch and building system operations, and trash and recycle container locations, etc.

Walk through topics of discussion will consist of:

1. Authorized & un-authorized areas for the building renter
2. Applicable entrances & exits to be used and secured upon completion
3. Location of building safety equipment and contacts to call in case of vault alarm or fire alarm activation
4. Procedures to follow in case rental event becomes disruptive or destructive
5. Procedures to record and report facility damage
6. Cleaning standards to inspect for at completion of event
7. Schedule applicable HVAC and Access Control System (ACS) support for the rental timeframe per the current CFMO process at least two (2) working days prior to the rental date.
8. Phone numbers to use in case of an emergency

AUTHORIZATION FOR ALCOHOL

The consumption of alcohol is generally prohibited in our facilities unless an Exception to Policy (ETP) is granted to the Renter by the Adjutant General. If the consumption of alcohol is planned, an ETP in a memorandum or letter format must be submitted by the renter which includes mitigation measures for alcohol related concerns (i.e. - professional bartender, limits on alcohol sales, beer and wine only, taxi or ride-share arrangements, reduced% alcohol served; just to name a few potential mitigation measures), - and an insurance rider specific to alcohol consumption.

1. Alcohol will not be possessed, transported, or consumed in any Government Vehicle.
2. There are no exceptions to Laws and regulations guarded by the State of Idaho for Alcohol consumption.
3. Alcohol must not be must not be the primary purpose or focus of the event in a Readiness Center.

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LAW AND ORDER PROOF

The Renter shall be required to show proof that they have contracted the local police or state police to have at least one officer of the law (on-duty or off-duty) present for the entire event for 100 to 200 people and two officers for over 200 people. This may also be substituted by a suitable private security company with bonded and insured security guards. Fees for this service shall be the Renter's responsibility with the respective police departments or security firms. The approving official may decide if law enforcement must be present for any event, regardless of size.

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Appendix E_____

AGREED:

FOR THE IDARNG:

TIMOTHY J. DONNELLAN
BG, AV, IDARNG
Adjutant General, Idaho

Date

FOR:

PAUL A. BOICE
COL, JA, IDARNG
USPFO, Idaho

Date