

**LONG TERM LEASE AGREEMENT
(Non-Exclusive Use)**

This Long Term Lease Agreement (the "Lease") is made and entered into this ____ day of _____, 2026, by and between the West Bonner County School District #83, a body corporate and politic organized under the laws of the State of Idaho, whose address is 134 Main Street, Priest River, ID 83856 (the "District"), and Real Life Ministries Newport, a not for profit religious organization, organized under the laws of the State of Washington and registered as a foreign entity in the State of Idaho, whose address is P.O. Box 1709, Newport, WA 99156, (the "Tenant"). District and Tenant may be referred to individually as "Party" or collectively as "Parties."

I. RECITALS

WHEREAS, the District, as a body corporate and politic may acquire, hold, lease and convey property, both real and personal; and

WHEREAS, the District is the owner of certain real property commonly known as 5709 Hwy 2, Priest River, Idaho 83856 and identified as Parcel No. RPR00000239300A; and

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WHEREAS, the District desires to lease a portion of the Property to Tenant on an arms-length, commercially reasonable basis for Tenant's religious worship services and related activities, subject to the terms and conditions of this lease; and

WHEREAS Tenant desires to lease the Premises (as defined below) from the District for the conduct of worship services and related activities, as set forth in this Lease: and

WHEREAS, this Lease and Tenant's use and occupancy of the Premises shall comply at all times with the Idaho State Constitution, including without limitation Article VIII, Section 4 (prohibiting the lending of the credit of the state or any political subdivision, and restricting the incurring of indebtedness and liabilities), and Article IX, Section 5 (prohibiting any public school or institution from being under the control of any religious sect or denomination and prohibiting use of public funds or property for sectarian or religious purposes). This Lease and Tenant's use and occupancy of the Premises shall further comply with all other applicable federal and state constitutional, statutory and regulatory requirements; and

WHEREAS the parties acknowledge and agree that this Lease is entered into on an arm's-length, commercially reasonable basis; is supported by adequate and lawful consideration; requires Tenant to pay not less than fair market rental value for the Premises, as determined in accordance with applicable appraisal procedures; and involves no donation, grant, subsidy, or lending of credit by Landlord to Tenant, and no transfer of public assets without full and fair consideration; and

WHEREAS the District has obtained one or more appraisals or valuation reports in accordance with Idaho law establishing the fair market rental value of the Premises for use similar to the Permitted Use (as defined below). Based on such appraisal(s), the parties have determined that the fair market rental value of the Premises is defined as set forth in Exhibit B attached hereto and incorporated fully herein; and

WHEREAS the parties further acknowledge that the District is entering into this Lease for legitimate secular purposes, including the prudent management and monetization of school district property not currently needed for school district operations; to generate additional revenue to support the public education mission; and to provide community access to district facilities in a viewpoint-neutral manner, all consistent with Idaho law and constitutional requirements; and

WHEREAS the District and Tenant recognize the importance of maintaining strict constitutional compliance throughout the Term (as defined below) and agree to incorporate specific use restrictions, monitoring rights, indemnification obligations, and remedies to ensure ongoing compliance with applicable law.

NOW, THEREFORE, the Parties hereto agree as follows:

II. AGREEMENT

2.1 PREMISES AND PERMITTED USE

2.1.1 Premises. The District agrees to **least** to Tenant the following school facility:

Facility: Priest River Junior High School
Address: 5709 Hwy 2, Priest River, Idaho 83856
Specific Area(s): See attached Exhibit A

2.1.2 Permitted Use. Tenant shall use the premises solely for religious worship services and related activities.

2.1.3 Non-Exclusive Use. This Agreement grants no exclusive right to the Premises. The District retains full ownership and control of the Premises at all times.

2.2 TERM

2.2.1 Term. This Agreement shall be effective as set forth in Exhibit A, attached hereto and incorporated fully herein, unless earlier terminated pursuant to Section 2.8 herein.

2.2.2 Approved Schedule. Tenant's use is permitted only on the dates and times set forth in Exhibit A, attached hereto and incorporated fully herein.

2.2.3 School Priority. All scheduled use is subject to the District's educational and extracurricular needs. The District may cancel or reschedule approved use upon thirty (30) days' written notice. School activities and emergency closures always take precedence.

2.3 FEES AND PAYMENT

2.3.1 Equal Treatment. Fees charged to Tenant shall be **identical** to those charged to any comparable non-religious community organization for equivalent use.

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- 2.3.2 Fee Schedule and Payment. Payment shall be made according to the Fee Schedule and conditions set forth in Exhibit A, attached hereto and incorporated fully herein.
- 2.3.3 No Public Subsidy of Religion. Fees shall be set at a level that at minimum covers the District's actual costs (facility wear, utilities, staffing, and overhead) attributable to the Tenant's use, in compliance with Article IX, Section 5 of the Idaho Constitution, which prohibits the use of public school funds for the benefit of any religious organization.

2.4 CONDITIONS OF USE

- 2.4.1 Compliance with Law. The Tenant shall comply with all applicable federal, state, and local laws.
- 2.4.2 Supervision. The Tenant shall provide a responsible adult supervisor (age 21 or older) at all times during use.
- 2.4.3 Prohibited Activities. The Tenant shall not:
 - 2.4.3.1 Use the Premises for any activity that is unlawful under Idaho or federal law;
 - 2.4.3.2 Conduct any activity that would disrupt District operations;
 - 2.4.3.3 Use District equipment, materials, or supplies without express written consent;
 - 2.4.3.4 Store personal property on District premises overnight without written approval; or
 - 2.4.3.5 Make any alterations to the Premises.
- 2.4.4 Tenant Agreements. Tenant further agrees to comply with the terms and conditions set forth in Exhibit A, attached hereto and incorporated fully herein.
- 2.4.5 District Agreements. The District further agrees to comply with the terms and conditions set forth in Exhibit A, attached hereto and incorporated fully herein.
- 2.4.6 Religious Expression — First Amendment Compliance. The District shall not discriminate against the Tenant based on the religious viewpoint or content of its speech. Viewpoint-neutral time, place, and manner restrictions applicable to all users apply equally to the Tenant.
- 2.4.7 No Endorsement. The Tenant shall not represent, suggest, or imply that the District sponsors, endorses, or is affiliated with the Tenant or its beliefs. All Tenant-produced signage, flyers, and printed materials used on or near the Premises shall include a disclaimer such as:

"This event is sponsored by Real Life Ministries Newport, not by West Bonner County School District #83 or the State of Idaho."

- 2.4.8 No Permanent Presence. The Tenant shall remove all materials, signage, and equipment immediately following each use. No permanent or semi-permanent religious displays shall be left on District property.

2.5 INSURANCE AND INDEMNIFICATION

- 2.5.1 Insurance Requirement. The Tenant shall furnish the District with certificates of insurance evidencing:

Coverage Type	Minimum Amount
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Property Damage	\$500,000

The District shall be named as an **additional insured** on the Tenant's general liability policy.

- 2.5.2 Indemnification. The Tenant shall defend, indemnify, and hold harmless the District, its board members, administrators, employees, and agents from and against any and all claims, damages, losses, costs, and attorneys' fees arising out of or related to the Tenant's use of the Premises, except to the extent caused by the District's own negligence or willful misconduct.
- 2.5.3 District Liability. The District shall not be liable for any loss, theft, or damage to the Tenant's property on the Premises.

2.6 COMPLIANCE WITH IDAHO STATE CONSTITUTION

- 2.6.1 Article IX, Section 5 — Public School Fund. No public school funds, resources, or labor shall be provided to the Tenant at below-market or no cost. All fees shall fully reimburse the District for its actual costs.
- 2.6.2 Article I, Section 4 — Religious Liberty. Nothing in this Agreement shall be construed to compel or coerce any person to attend, support, or participate in any religion. The District's permission for use is based solely on viewpoint-neutral criteria applicable to all community organizations.
- 2.6.3 Article IX, Section 6 — Sectarian Instruction Prohibited. No sectarian or religious instruction shall be conducted during regular school hours or as part of the District's educational program. Use under this Agreement shall occur outside of regular instructional time.
- 2.6.4 Establishment Clause. The District's decision to enter this Agreement is made on the basis of viewpoint-neutral criteria and shall not constitute government establishment of religion.

2.7 BOARD APPROVAL

- 2.7.1 **Board Authorization.** This Agreement is subject to approval by the District's Board of Trustees.
- 2.7.2 **Nondiscrimination.** The District administers this Agreement on a nondiscriminatory basis. Denial of access, if any, shall be based solely on viewpoint-neutral criteria (e.g., scheduling conflicts, facility availability, safety concerns) and not on the religious nature of the Tenant.

2.8 TERMINATION

- 2.8.1 **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any provision and fails to cure such breach within **10 days** of written notice.
- 2.8.2 **Termination Without Cause.** The District may terminate this Agreement without cause upon **30 days'** written notice to the Tenant. The Tenant may terminate without cause upon **15 days'** written notice.
- 2.8.3 **Effect of Termination.** Upon termination, the Tenant shall immediately vacate the Premises. The District shall refund any prepaid fees for unused periods, less any amounts owed.

III. MISCELLANEOUS

- 3.1 NOTICES.** All notices, requests and other communications under this Lease Agreement shall be in writing, and shall be (a) delivered personally; (b) sent via FedEx or similar private express mail service (hereinafter "FedEx"); (c) sent via facsimile; (d) sent via email, or (e) mailed, postage prepaid, and addressed as follows:

West Bonner County School District #83
Attn: Superintendent
134 Main Street
Priest River, ID 83856

Real Life Ministries Newport
P.O. Box 1709
Newport, WA 99156

- 3.2 GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Idaho.
- 3.3 VENUE.** In the event any legal proceeding is instituted between the Parties, such legal proceeding shall be instituted exclusively in the courts of the Bonner County.
- 3.3 SEVERABILITY.** If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this

Lease shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the Parties that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

3.4 ENTIRE AGREEMENT. This Lease embodies the entire agreement of the Parties, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein.

3.5 AMENDMENT. This Agreement may be amended only by a written instrument signed by both parties and, if required, approved by the Board of Trustees

3.5 WAIVER. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any other covenant, term or condition herein.

IN WITNESS WHEREOF, the Parties have approved this Lease Agreement by their respective governing bodies on the dates set forth below.

DATED this ____ day of _____, 2026.

DISTRICT:

By: _____

By: _____

ATTEST:

By: _____

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DATED this ____ day of _____, 2026.

TENANT:

By: _____