

GUIDELINES FOR USE OF PENINSULA SCHOOL DISTRICT FACILITIES

FACILITY RENTAL FEES:

Facility rental fees will be determined by the latest established rental rates. Payments of charges shown on the application form are to be made to the district within 30 days. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. The Peninsula School District ("District") reserves the right to require and charge for custodial and/or other authorized District employees to be on the premises.

AGREEMENT:

The person or organization entering into this agreement ("User") with District for the use of facilities or equipment described above certifies that the information given in this application is current. The undersigned further states that he/she has the authority to make this application for the User and agrees that the User will observe all applicable rules and regulations. User agrees to report any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment to District authorities immediately.

USER'S AGREEMENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS:

User shall indemnify, defend (by counsel acceptable to District), and hold harmless the Peninsula School District and its Superintendent, Board members, officers, employees, and agents from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including, without limitation, for personal injuries, loss of life, or property damage (collectively "Claims"), and shall pay all costs and reasonable attorney's fees incurred in the defense thereof, for any Claim (a) arising in whole or in part out of any use, occupancy, or occurrence in, on, at or from District property or facilities, (b) arising in whole or in part out of any act, omission or negligence of User, its officers, employees, agents, contractors, subcontractors, invitees, licensees, (c) advanced or prosecuted by any officer, employee, agent, contractor, invitee, or licensee of the User; or (d) arising in whole or in part out of any breach or default by User under this agreement; provided that User shall not be liable to the District if and to the extent such Claims arise solely out of the gross negligence or willful misconduct of the District. For the sole purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of User), User specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW.

ADDITIONAL INSURED REQUIREMENT:

User shall, at its own expense, provide and keep in force with companies reasonably acceptable to the District, liability insurance for the benefit of the District and User jointly against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury bodily injury, and property damage. The District shall be named as an additional insured on such insurance policy, and such policy shall be primary and noncontributing with any insurance carried by the District. User shall provide a Certificate of Insurance evidencing coverage for the event prior to performance of any service under this agreement. The Certificate of Insurance is to show the user has at least \$1 million combined

single limit in liability insurance and evidence that the Peninsula School District is named as an additional insured on the facility user's policy.

By signing below, the parties acknowledge that they have read and the foregoing subsection and that it was specifically and mutually negotiated.

USER ACKNOWLEDGMENT

DISTRICT ACKNOWLEDGMENT

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DISTRICT POLICIES AND PROCEDURES:

The District Board of Directors wishes to encourage use of District facilities by the community if use is for a lawful purpose and does not interfere with the conduct of the District's educational programs, the primary purpose of which the buildings and grounds are intended. Community use of facilities is subject to the terms of District Policy and Procedures 4260 and the current schedule of user fees. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the district's interests, or due to the level of previously scheduled use. No Person shall be denied the full enjoyment of the facilities because of race, creed, color, sex or origin.

All applications/requests for community facility use should be submitted to the Community Facility Use Office (5800 Soundview Drive, Bldg. E). Organizations or user groups should not approach building administration or coaches regarding potential rental availability. Any questions regarding community facility use can be answered by dropping by or calling the Community Facility Use Office (253-530-3941) or e-mailing nessd@psd401.net. School related programs are given priority over Community Use.

FOR YOUTH SPORTS: ____ (initial)

The User agrees to fully comply with the policies for the management of concussion and head injury in youth sports as set forth in RCW 28A.600.190 and a statement of compliance with the policies for sudden cardiac arrest awareness as set forth in RCW 28A.600.195. Access to District facilities may not be granted until User agrees to comply.”

RULES AND REGULATIONS:

1. User is responsible for the safety and conduct of its participants and spectators. Sponsoring organizations shall provide adequate adult and/or special supervision. An adult must accompany each group at every session. The adult leader should be the first to arrive and last one to leave.
2. Any User that is a non-profit youth sports group shall verify that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as set forth in RCW 28A.600.190 and a with the policies for sudden cardiac arrest awareness as set forth in RCW 28A.600.195.
3. The User shall not practice discrimination of any kind.
4. The District shall not assume responsibility for the maintenance, repair or replacement of privately owned property or equipment that is utilized in connection with rental of school facilities. In addition, the District is not responsible for loss, theft or damage to vehicles.
5. District-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the District has been granted. Users are not authorized to use District-owned expendable supplies.
6. Users are responsible for special set-up requirements and clean up unless specifically requested in the application. **Users shall be responsible for returning the facility to its original condition immediately following the event.**

7. Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application. Use is restricted to the pre-approved area(s) and time scheduled.
8. Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
9. When renting one of the District's synthetic turf facilities user groups must adhere to all the posted signs, the on-site Field Supervisor's instructions and the following special rules:
 - a. No food or drink allowed on the field (water only)
 - b. No heating or cooking apparatuses allowed on the field
10. In accordance with the "Additional Insured Requirement" articulated above, all applicants for use of school district facilities shall hold the District free and without harm from loss or any damage, liability or expense that may arise during or be caused in any way by such use or occupancy of District facilities except for those damages caused solely by the District's gross negligence. In the event that property loss or damage is incurred during such use or occupancy, the amount of damage shall be determined by the Superintendent or designee and a bill for damages will be presented to the User responsible for such damage.
11. All events will be required to meet the occupancy load and fire and safety regulations of the City of Gig Harbor and State of Washington. Security may be required for some activities; it is the responsibility of the User to notify local law enforcement agencies for assistance in traffic and crowd control. User is responsible for obtaining fire department or other permits that may be needed.
12. In the event of a fire alarm, User should exit the facility. User should not re-enter the facility until they are informed it is safe to do so by the fire department or District personnel. In addition, special care should be taken to ensure that there is no parking in the fire lanes.
13. Custodial charges will be required for most weekend, holiday & after-hours building use. Cost for custodial is \$40/hour, with a minimum charge of 2 hours (during weekend & holiday rentals) including ½ hour before, duration of the event, and the ½-hour after. During weekend & holiday rentals where a User is paying for custodial support, the custodian assigned to that rental should make themselves available to the User for garbage removal, spills, etc. Upon the User's arrival they will be given a radio that they can use to contact the custodian if needed. Note: In most cases, custodial charges are not required for athletic field rentals.
14. District custodians should not be asked to set up PE or other equipment or to provide equipment that is not indicated on the application or use permit with the exception of cleaning equipment (a broom & dustpan or vacuum should be made available when needed). Other District equipment may be used if pre-approved and listed on the application/ rental permit (there may be fees associated with such use).
15. Use of alcohol, tobacco, and/or drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.

16. Firearms or other dangerous weapons are prohibited on District grounds as defined by law.
17. Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then with proper clearances.
18. Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
19. Animals are not allowed in District facilities or on District property at anytime, with the only exception being service animals i.e. Seeing Eye dogs.
20. Cancellations by Users require at least a 5-day notice. Otherwise, related actual costs will be borne by the User.
21. Facility community use is cancelled when facility/building is closed due to an emergency. (late starts, snow days)
22. The District reserves the right to refuse or revoke any authorization issued for the use of District facilities for any reason, and if rental has been paid, to refund such rental less expense incurred by the District in connection therewith.
23. The District Board of Directors reserves the right to establish special use conditions when a facility is requested for an extended period of time.
24. If the User requires the use of food services areas within the facility, they are required to contact the District Food Services Department @ (253) 530-1014 to coordinate this use. Additional costs for supervision and/or food service personnel will be invoiced separately.
25. Upon application approval, User is responsible to pay for all facilities reserved. Cancellations must be received 5 business days prior to scheduled use to receive a refund or credit. Any cancellations received less than 5 days prior to scheduled activity will not be refunded. Rainouts are the only exception to this rule. If a reservation is "rained out", the User must notify the community use office within 48 hours to receive credit or refund. If the community use office is not notified of a "rainout" with 48 hours, the User will be responsible for payment.

I certify that I am an authorized representative of the User, have read and understand the above Guidelines for Use of the District Facilities, and agree to all the terms herein.

Signature

Date

User (name of organization/group)