

RULES AND REGULATIONS FOR USE OF SCHOOL FACILITIES

The building and grounds of the Kennewick School District are primarily for public school purposes, which include all activities of the school involved in carrying out its programs. No other use shall be permitted to interfere with the primary purpose for which these buildings and grounds are intended.

1. The District reserves the right to deny/cancel any permit, and/or discontinue use of the facility by the applicant/user at any time if, in their sole discretion, the use of a facility is in conflict with District use policies or regulations.
2. Approval for the use of all facilities must be obtained from the Facilities Use Coordinator by completing the “**Application for Use of School Facilities**” form. Except for priorities established by regulation, applicants are accepted on a first come, first served basis. Applications for use of facilities during the following school year will be accepted up to one calendar year in advance of the dates requested.
3. No facility shall be considered reserved until the “**Application for Use of School Facilities**” form is completed and subsequently endorsed by the Facilities Use Coordinator, at which time it shall be considered a permit between the Kennewick School District and the applicant, subject to all rules, regulations, laws, policies and procedures explained herein and within the policies and regulations of the Kennewick School District.
4. A single application may be made for a series of uses of like character. Facilities and equipment used shall be limited to those specified on the approved application.
5. Applicants shall give at least 48 hours notice to the District Facilities Use Office of a cancellation of previously scheduled use. Failure to do so may result in the District charging the applicant for all expenses incurred in regard to making the facility available for use.
6. Satisfactory sponsorship and adequate adult supervision, which may include appropriate police and security personnel, shall be required of all activities within District facilities.
7. Lessee shall procure, at its own expense, a Comprehensive General Liability insurance policy naming Kennewick School District #17, 524 S. Auburn St., Kennewick, WA 99336 an additional insured. This policy shall be primary and written with a minimum of 1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the use described on the facilities use form.
8. Lessee shall agree to indemnify and hold harmless the Kennewick School District #17 from and against any and all claims, demands, causes of action, suits or judgments for deaths or injuries to persons or for loss or damage arising out of or in connection with the use and occupancy of the facility by Lessee, its agents, servants, employees or invitees. In the event of any claims made or suits filed, Lessor shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder, any and all loss, costs, damages and expenses arising out of any incident or other occurrence suffered by any person while engaged in using the school under this agreement.
9. It is the responsibility of the applicant/user to report to the Facilities Coordinator by the close of the next business day all non-emergency injuries and damage due to the activities of the applicant/user. If the incident (damage to the facility or injury to a participant or attendee) is an emergency, the incident is to be reported immediately to the Custodian Supervisor." Contact and emergency number are listed on the front of the facilities use form.

CONDITIONS

1. Unless previously arranged, a district employee shall be present on duty at all times when a district facility is in use by any group and that employee shall be responsible for closing and securing the building after use. Other employees may be required for specific activities to support facility occupancy.
2. Keys to buildings of facilities shall not be issued to any individual or group for entering a district facility without authorization. Unless previously arranged, facilities must be opened and closed by custodians or other authorized District personnel at the times arranged during the application process.
3. District furniture or equipment shall not be removed from classrooms or buildings to which they belong except by authorized District personnel, and such removal shall be previously arranged. If the facilities are not restored to the condition in which they were found, all costs to restore such facilities will be billed to the user at the sole discretion of the district.
4. Prior approval will be required before decorations or other materials may be applied to walls, ceilings, or floors. Applicant/users are required to remove all such decorations, materials, or equipment at their expense. All costs for such removal by District personnel shall be directly billed to the user.

RESPONSIBILITIES

1. Adult leaders of organizations using District facilities shall remain with their groups throughout activities and shall be financially responsible for the proper care of the facility used, and any District materials, furniture, or equipment therein.
2. Prior to leaving the facility, users shall be responsible for clean-up and rearranging any areas used by them.
3. The responsible party for the user shall notify building personnel when they arrive and vacate the building.
4. In the event of damage or loss of District property, the applicant must accept the District's estimate of replacement/repair and pay all costs associated therein within 10 days. The District is not responsible for property lost by individuals or groups using school facilities.

RESTRICTIONS

1. The use of tobacco, alcoholic beverages, or illegal drugs is strictly prohibited in all District facilities and upon all District properties.
2. Food is limited to certain facilities and the vending and/or serving of such must be approved in advance.
3. Kitchens are not available except under special conditions.
4. Street shoes and shoes with black soles are prohibited on gym floors.
5. All Washington State and local laws are in effect for use of District facilities.

FEES

1. Charges for use of District facilities by public interest and public welfare groups, by private interest groups of not-for-profit status, and by non-commercial groups shall be based upon the actual costs incurred by the District. These include but are not limited to direct labor, materials and other operating costs, and applicable overhead costs. Charges for use involving private profit or commercial gain, direct or indirect, shall be such as to reimburse the District in full for said overhead and operating costs, plus an amount representing a share of the profit or monetary gain.
2. Costs quoted are an estimate based on information given at the time of application for use of District facilities. Actual costs charged to the user are subject to change based upon conditions and final arrangements at the time of use.
3. Use fees shall be paid in accordance with the current schedule and District rules and regulations. Additional charges shall be made for custodians, technicians, and other staff when use necessitates their participation.
4. Charges shall be made for use of special equipment such as, but not limited to, public address systems, projectors, and stage equipment.
5. Payment for use of District facilities is due within 30 calendar days from the date of invoice. At the discretion of the District, payment or deposit may be required in advance of the event. Failure to pay invoices within 30 calendar days will result in the denial of future use of District facilities to the delinquent user.
6. Users shall also be responsible for all collection, attorney, insurance, or any other fees associated with the collection of payment in regard to use of school facilities, equipment, or staff.
7. The District is not responsible for any state or local taxes involving ticket or merchandising sales by users.
8. The District has rights to all concessions and merchandising sales during events that occur on District properties. All merchandising and concessions by outside users must be approved by the Facilities Use Coordinator, and any such sales controlled by outside organizations are subject to collection by the District, representing 10% of gross income collected by the user.

This application/permit is a binding contract between the Kennewick School District and the responsible parties indicated on the “Application for Use of School Facilities” form, and no assumptions shall be made by any other persons in regard to facilities use and regulations affecting such use that are not written here. This permit supersedes any contracts, permits, or agreements regarding this use made between the applicant/user and any other parties, at any time pre or post date of said application. All state and local laws, District policies, and regulations are, by this reference, in effect with regard to facilities use within the Kennewick School District.