



**COVID DISCLOSURE AND RELEASE**

**FACILITIES USE AGREEMENT ADDENDUM DURING COVID-19 PANDEMIC**

User Name: \_\_\_\_\_ Date: \_\_\_\_\_

User Representative: \_\_\_\_\_ Tel: \_\_\_\_\_

School/Facility: \_\_\_\_\_

**COVID-19 NOTICE FROM THE DIERINGER SCHOOL DISTRICT**

The novel coronavirus (“COVID-19”) has been classified by the World Health Organization as a global pandemic and has spread across the state of Washington. COVID-19 is a new disease and the state of scientific and medical knowledge regarding COVID-19 is limited and evolving. There remain unknowns regarding how the disease is spread and contracted and there is currently no known treatment, cure, or vaccine for COVID-19. COVID-19 is reported to be highly contagious and spread easily from person to person. **COVID-19 may result in serious illness, debilitating injury, or death.** Older adults and people of any age, including children, who have serious underlying medical conditions might be at higher risk for severe illness or death from COVID-19.

The District has put in place measures in an effort to reduce the spread of COVID-19. However, notwithstanding any such efforts, it is not possible to guarantee that COVID-19 is not present nor to prevent users of its facilities from exposure to, contracting, or spreading COVID-19. By entering District premises, the user of this facility (“User”) and the User’s employees, agents, contractors, subcontractors, invitees, licensees, and guests (“Visitors”) are exposed to the risk of contracting or spreading COVID-19. Certain activities associated with greater rates of disease transmission which expose Visitors to a high risk of exposure to, contracting, or spreading COVID-19. Activities that may pose a high risk for COVID-19 include (but are not limited to): singing, choir, exercise, athletics, any activity where people are closer than 6 feet apart, and any large gathering of people indoors.

**USER’S WAIVER OF LIABILITY AND AGREEMENT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS**

**Waiver of Liability:** In consideration for the use of District premises, User voluntarily agree to waive and discharge any and all claims against the District related to or arising out of COVID-19, and voluntarily release the District from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of the District or its employees, agents, representatives, and volunteers related to or arising out of COVID-19, to the fullest extent allowed by law.

**Indemnification/Hold Harmless:** In consideration for the use District premises, User voluntarily agrees to indemnify, defend, and hold the District and its employees, agents, representatives, and volunteers harmless from and against 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 related to or associated with COVID-19 (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 Visitor, 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 out of the gross negligence or willful misconduct of the District. Solely for the 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.

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

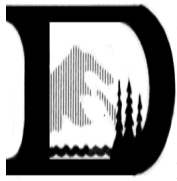
\_\_\_\_\_  
User's authorized representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
District's authorized representative

\_\_\_\_\_  
Date

*The Dieringer School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employee has been designated to handle questions and complaints of alleged discrimination: Michael Farmer, Superintendent: Phone: 253.862.2537; Address: 1320 178<sup>th</sup> Ave E, Lake Tapps, WA 98391*



# Facility Management Facility Use Agreement Form

The Dieringer School District Board of Directors wishes to encourage use of school facilities by the community as long as 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. ALL youth sports groups must provide a letter of compliance with mandated Youth Sports Concussion Management Protocols. Funds may be charged for use of school facilities to ensure that funds intended for education of children are not used for other purposes. 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.

**\*ONLY FIELDS ARE AVAILABLE FOR RENTAL AT THIS TIME. INDOOR FACILITIES ARE NOT AVAILABLE FOR RENTAL UNTIL FURTHER NOTICE\***

NAME OF ORGANIZATION \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ NUMBER OF TEAMS/PARTICIPANTS \_\_\_\_\_

ADDRESS \_\_\_\_\_ DAYTIME PHONE \_\_\_\_\_

NATURE AND PURPOSE OF ACTIVITY \_\_\_\_\_

SPECIFIC FACILITY AND SCHOOL REQUESTED \_\_\_\_\_

- |           |                  |                    |                                 |                  |
|-----------|------------------|--------------------|---------------------------------|------------------|
| Classroom | Elementary Gym   | Auxiliary Gym      | Main Gym w/ bleachers           | Baseball Diamond |
| Commons   | Tennis Courts    | Elementary Library | Multipurpose Rm.                |                  |
| Kitchen   | LTES Lower Field | Grass Fields       | Main Baseball Diamond w/ Dugout |                  |

DATES TO BE USED: \_\_\_\_\_ TO \_\_\_\_\_ DAY OF WEEK \_\_\_\_\_ *Speak with school if requesting wknds*

TIMES OF DAY/EVENING: FROM \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM

WILL CUSTODIAN SERVICES BE NEEDED? \_\_\_\_\_  
(Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs and performing routine cleanup.)

EQUIPMENT NEEDED:    Chairs    Tables    Podium    Screen    Microphone    Projector

**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 district reserves the right to require and charge for custodial and/or other authorized district employees to be on the premises.

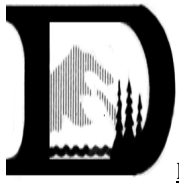
### AGREEMENT AND INSURANCE

The person or organization entering into this agreement with the School 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 applicant and agrees that the applicant will observe all rules and regulations. The applicant further agrees to reimburse the School District for any damage arising from the applicant's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to district authorities immediately.

In accordance with Chapter 28A.335 RCW, private nonprofit groups serving youth are required to provide proof of bodily injury coverage of no less than \$50,000 per occurrence/\$100,000 aggregate. For-profit, business groups are required to provide proof of general liability coverage of no less than \$1 million dollars per occurrence. The Dieringer School District must be named as additionally insured on said policy. Coverage cannot be cancelled or reduced without thirty-(30) day's written notice to the district. (Low-cost Special Events Liability Insurance is available through the school district's carrier.)

\_\_\_\_\_ (initial)The applicant agrees to fully comply in accordance with the adoption of policies for the management of concussion and head injury in youth sports; as amended in RCW 4.24.660 and chapter 28A.600 RCW if applicable. Access to school facilities may not be granted until all requirements are complete and approved by the school district &/or designee.

The applicant agrees that the School District and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the School



## **Facility Management Facility Use Agreement Form**

District and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the School District.

*I have read the rules and regulations above and on the reverse side of this form and agree with the conditions and charges as established:*

**SIGNATURE OF APPLICANT** \_\_\_\_\_ **Date** \_\_\_\_\_

### **RULES AND REGULATIONS**

- Access to facilities is available 30 minutes after student dismissal at elementary schools; after 3:15 pm at NTMS.
- Applicant/organization is responsible for the safety and conduct of its participants and spectators.
- All non-profit youth sports group verifies all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by HB 1824, section 2.
- Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities.
- All events will be required to meet the occupancy load and fire and safety regulations of the City of Seattle and State of Washington.
- Use of alcohol, tobacco, vaping, and/or drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.
- Firearms or other dangerous weapons are prohibited on school grounds as defined by law.
- Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
- Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
- 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.
- Any group or individual using the facilities/fields accept responsibility for any damage done to District property and shall reimburse the District for such damage. Any group or individual who causes a false alarm call will be responsible for the \$100 false alarm fee.
- Groups or individuals using District facilities/fields agree to protect and indemnify for costs, legal and other expenses the District, its officers, directors and agents from all claims, liabilities or suits related to or arising from acts or omissions of groups or individuals in connection with the use of any such facility or field.
- 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. Groups or individuals cannot use district-owned expendable supplies.
- Applicants 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.
- Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
- The applicant/organization shall not practice discrimination of any kind.
- Cancellations by applicants require at least a 24-hour notice. Otherwise, related actual costs shall be borne by the applicant.



# Facility Management Facility Use Agreement Form

- The district reserves the right to refuse or revoke any authorization issued for the use of a school building or grounds, and if rental has been paid, to refund such rental less expense incurred by the district in connection therewith.
- Facility use is cancelled when facility/building is closed due to an emergency.

### FOR DISTRICT USE ONLY

Approved      Disapproved      Charged per Category: 1    2    3    4    5

Single event      School year      Summer      Days      Evenings

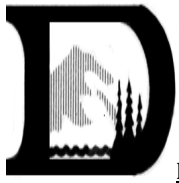
Certificate of Insurance: Requested      Received

Letter Compliance w HB1824: Requested      Received

Facility/Building Rental Fee \$ \_\_\_\_\_ /hr x \_\_\_\_\_ total hrs = \_\_\_\_\_ Number of Days \$ \_\_\_\_\_

Other Charges \$ \_\_\_\_\_ Total Billed \$ \_\_\_\_\_ Date Billed \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature of District/Building Facilities Coordinator \_\_\_\_\_ Date \_\_\_\_\_



# Facility Management Facility Use Agreement Form

<u>FACILITY USE CHARGES PER HOUR</u>	<u>Category</u>				
<b>ELEMENTARY SCHOOL</b>	<b>1</b>	<b>2*</b>	<b>3**</b>	<b>4**</b>	<b>5**</b>
Gym	\$0	\$20	\$30	\$60	\$100
Multipurpose Room	\$0	\$20	\$30	\$65	\$100
Classroom	\$0	\$20	\$30	\$40	\$50
Library	\$0	\$20	\$30	\$65	\$100
Kitchen	\$0	\$20	\$30	\$65	\$100
LTES Lower Field	\$0	\$2	\$4	\$6	\$8
Grass Playfield or Baseball Diamond	\$0	\$4	\$8	\$16	\$32
<b>MIDDLE SCHOOL</b>	<b>1</b>	<b>2*</b>	<b>3**</b>	<b>4**</b>	<b>5**</b>
Main Gym w/ Bleachers	\$0	\$25	\$35	\$100	\$150
Auxiliary Gym	\$0	\$20	\$30	\$65	\$100
Classroom	\$0	\$20	\$30	\$40	\$50
Commons	\$0	\$20	\$30	\$55	\$75
Kitchen	\$0	\$20	\$30	\$65	\$100
Grass Playfield	\$0	\$4	\$8	\$16	\$32
Tennis Courts	\$0	\$4	\$8	\$16	\$32
Main Baseball Diamond w/ Dugouts	\$0	\$8	\$16	\$32	\$64

\*An additional custodial charge of \$40 per hour will be charged (plus one-half hour before and one-half hour after the event) when a custodian is not normally on duty. In-kind contributions may be accepted in lieu of use fees with the development of a proposal and completion of agreed upon activities equivalent to custodial costs.

When a kitchen is required, a food service technician must be on duty, for which a \$30 per hour fee will be charged.

A supervisor will be required when a responsible staff member is not on the premises (exclusive of custodian).

\*\*Custodial charges may apply.

**Categories:**

1. School organization
2. Non-profit groups within the Dieringer School District boundaries
3. Non-profit groups from outside the Dieringer School District boundaries
4. Local groups and community betterment groups
5. Commercial or profit-making groups (not defined as category 1-4 users).

Rates are per use/per hour/1-hour minimum. Fees must be paid to reserve the facility/field no less than a month in advance for reserved use.

Violation of use deposit; \$100 for facility use and \$200 field use, required prior to event. This fee will be refunded after satisfactory facility/field inspection following the event.



## Facility Management Facility Use Agreement Form

-For the remainder of the 2020-2021 school year, the last group using fields on a weekday at NTMS after 6:00PM will need to pay a \$22 fee for a staff member to secure the gate at the end of the reservation. On weekends, the same \$22 fee applies for each occurrence of opening and closing of the gate. Groups may share/split the expense if on campus during the same day.

-Facility/Field Use Charge Due: \$ \_\_\_\_\_ non-refundable (unless cancelled due to school closure or school schedule change)

**STAFF**

Custodian

Cook

Supervisor

\_\_\_\_\_ Hours needed at \$40 per hour (1-hour minimum)

\_\_\_\_\_ Hours needed at \$30 per hour (1-hour minimum)

\_\_\_\_\_ Hours needed at \$16 per hour (1-hour minimum)

Staff fees will be billed following the event.

\_\_\_\_\_ Fees  
\_\_\_\_\_ Total Due

A 10% late fee will be charged for any outstanding balances over 30 days.

*The Dieringer School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employee has been designated to handle questions and complaints of alleged discrimination: Michael Farmer, Superintendent: Phone: 253.862.2537; Address: 1320 178th Ave E, Lake Tapps, WA 98391*



## Compliance Statement for HB 1824, Youth Sports-Head Injury Polices

---

\_\_\_\_\_ requests the use of the Dieringer School District facilities for the following dates: \_\_\_\_\_

\_\_\_\_\_, a private non-profit youth sports group verifies all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by HB 1824, section 2.

Attached is a proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State covering any injury or damage with at least \$50,000 due to bodily injury or death or one person and at least \$100,000 due to bodily injury or death to two or more persons.

Signed:

\_\_\_\_\_  
Representative of Private Non-Private Youth Sports Group

Date: \_\_\_\_\_

*\*Note: Access to school facilities may not be granted until all requirements of this application are complete and approved by the school district &/or designee.*