



# FACILITY RENTALS TERMS AND CONDITIONS

All educational and athletic facilities shall be available for use by the community under this fee schedule and prioritization program, as long as such use will not interfere with school activities or reflect negatively on the Tukwila School District. All athletic fields should be available for community use, after hours, except where the risk of damage to equipment or facilities is high, e.g. inclement weather, high impact activities that pose substantial risk of damage to the field, or maintenance activities that are required. In accordance with district policy, no person or organization seeking to use District facilities pursuant to these policies shall be denied the use of the facilities, or be subjected to discrimination, on the basis of race, creed, color, national origin, gender, sexual orientation, marital status, previous arrest or incarceration, or disability.

Organized activities include groups of five or more participants and must complete a rental agreement to use district facilities.

## CONTACTS

For general facility rental questions, email your questions to [facilityrentals@tukwila.wednet.edu](mailto:facilityrentals@tukwila.wednet.edu)

For information on rental of the Foster Performing Arts Center, Neudorf Stadium, and all school fields, tracks, and tennis courts, contact [Gabe Gutierrez](#) by email or by phone at (206) 901-7992.

## APPLICATION

Only registered clients may submit an application to use TSD facilities. Registered clients may be either internal groups (e.g., student athletic events, activities) or external groups (e.g., community organizations, affiliates, partners). All clients wishing to rent district facilities, both internal and external, must complete a request online through Event Manager, and adhere to the Facility Rentals Terms and Conditions. Applications must include payment of the facility deposit.

Community Portal: <https://events.dudesolutions.com/community/tukwilasd>

Submission of your event application or verbal affirmation of facility availability, does NOT constitute approval of the event/rental contract. Additional administrative review is required for all applications. Depending upon the complexity of the event, additional approvals and permitting may also be required. You will be notified of approval/disapproval/follow up coordination required for your request via email, generally within 5-10 business days following submission of your application. Approval of event constitutes as the written contract between the organization and Tukwila School District.

Additionally, the District requires all clients to have a physical print out (or electronic copy) of the approved rental contract available for inspection by administration or district representative at their event. Failure to produce this proof of facilities rental approval may result in cancellation, trespass, or additional administrative sanctions.

If this is your first time using the system, we have provided a Basic Requester Guide with some information to help get your account and organization(s) setup within the system.

For district staff looking to rent locations outside of their location must complete an online request through the TSD Internal Staff Login link located in the Staff Intranet. You will use your district log-in credentials to access the system. Registration is NOT necessary.

## SPORTING ACTIVITY SUPPLEMENT

Organizations requesting rentals that will include sports activities such as basketball, baseball, etc. 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. Renters MUST read and sign the "Statement of Compliance for Sudden Cardiac Arrest" and "Compliance Statement for Youth Sports-Head Injury Policies" forms. Completed forms must be attached to an organization's event request. These forms are to be updated annually. Completed forms may also be emailed to [Gabe Gutierrez, Athletic Director](#).

Access to school facilities may not be granted until all requirements are completed and approved by the school district and/or designee.

## USER CHARGES

Users of the facilities will be charged according to the appropriate rental schedule as defined on the application and in the Rental Fee Schedule. Groups using the facilities will be charged for the services of district personnel required for supervision and/or custodial services.

## DEPOSIT

A deposit of 50% of the estimated rental cost is required and must be paid within two (2) business days of event approval in order to secure a rental reservation. Event rental request is subject to cancellation if deposit is not paid. If multiple reservations are made in a single request, only one deposit will be applied. A deposit applies whether the request has been entered by a staff member or the renter directly. The deposit will be applied towards the final invoice, and applies to all rental requests. Deposit invoice will be emailed to contact person listed in event request.

## CHANGE FEE

A per-request change fee of \$25.00 may be assessed if requests to change any aspect of the application are made after final approval of the event request.

## INSURANCE REQUIREMENTS

Prior to using district facilities, all renters are required to provide a Certificate of Liability Insurance. If we do not have a certificate on file, one month prior to the event, your booking may be canceled, and cancellation fees would apply.

At their own expense, the renter shall provide and keep in force through the duration of their rental contract, Comprehensive General Liability insurance. 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 combined single limit per occurrence and \$2 million dollars aggregate for personal injury, bodily injury, and property damage. **The Tukwila School District shall be named as an additional insured on such insurance policy, and such policy shall be primary and contributing with any insurance carried by the District.** Renter shall provide the District with a certificate of insurance and a copy of the endorsement naming the District as an additional insured prior to performance any service under this agreement. Coverage cannot be cancelled or reduced without thirty-(30) day's written notice to the district.

### **The Additional Insured Endorsement should read:**

Tukwila School District No. 406, its directors, officers, and employees  
4640 S 144<sup>th</sup> St.  
Tukwila, WA 98168

## HOLD HARMLESS/INDEMNIFICATION

The applicant agrees that the School District and its agents or employees will not be liable for any damage to person or property due to negligent acts of the applicant, its agents, the employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the School 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 the applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the School District.

## FACILITY EQUIPMENT

Rental of district property does not guarantee or expressly allow the use of equipment such as chairs, tables, sporting equipment, projection, or sound systems, etc. While

this equipment may be made available, for specific questions about the equipment, please ask your district contact about the space you are requesting. If equipment is used, any excessive wear or damage, as determined by district staff, will be back billed to the client at the cost of replacement or repair.

## PROHIBITED MATERIALS

The following prohibited materials apply to all district properties. No use of alcohol, firearms, tobacco and marijuana on school district premises, including parking lots. The District prohibits the use of open flames, candles, and fires of any type inside the facilities.

## PARKING

For events held at Foster High School, Showalter Middle School, or Neudorf Stadium, the City of Tukwila requires NO parking on residential streets. Please ensure your guests park within the Foster High School, Showalter Middle School, or stadium parking lots.

## PAYMENTS

Any charges for use of the facility will be billed to the applicant through the online rental system. Organizations, groups, or individuals shall not make any payment directly to any school employee or make any individual arrangements with employees as to service charges. Neither facilities rental staff nor event support staff are authorized to make changes to prescribed fees.

Renters of the Neudorf Stadium and Foster High School Performing Arts Center are subject to additional deposit and document submission requirements. See the fee section below.

Final invoiced charges are due within 30 days of the invoice date.

## PAST-DUE ACCOUNTS

Any organization with a past due balance may be denied rental use of district facilities until account is paid in full. Past due accounts may be sent to collections. Please contact the business office at (206) 901- 8014 for any questions regarding your account.

If payment is made after 30 days of the invoice date, a late fee may be assessed. If payment is not made within 90 days of the invoice date, additional fees may be assessed and the account may be sent to collections. Renters that have a past-due balance may be refused rental of district facilities. This includes any late fees or deposits that are outstanding.

## CANCELLATION BY THE DISTRICT

The school district reserves the right to cancel non-school activities in favor of school activities whenever conflicts arise. The school district will notify renters of the cancellation as soon as possible. In the event of an inclement weather cancellation by the district, District staff will attempt to accommodate a reschedule. If the district cancels for a non-weather related reason, any deposits made towards the event will be returned.

## CANCELLATION BY THE RENTER

A renter may cancel without penalty at any time up to two weeks (14 calendar days) before the rental date. Cancellations less than two weeks will be charged 50 percent, non-refundable, of the estimated fees. Any cancellations within five days of the rental date will be billed at 100 percent, non-refundable, of the estimated fees.

## PROOF OF AUTHORIZED RENTAL

When using district facilities for purposes outlined in this document, the client must maintain a copy of the approved rental contract (electronic or physical copy) while on the premises and be able to produce that copy upon request by any district staff including custodial and security. Failure to produce the approved rental contract may result in refusal of access or being asked to vacate the premises. The copy can be printed or made available electronically on a tablet or mobile device.

## VALID IDENTIFICATION

Renters of a district facility may be required to show proof of identity prior to being granted entry into their rented space(s). The renter(s) must be of at least 18 years of age.

## SPECIAL EVENT PERMITS

Patrons considering large outdoor events (e.g., producing events that would draw more than 300 people) may require a special event permit through the City of Tukwila and the Tukwila Fire Department. Jurisdictional limitations on noise, capacity, open flame, traffic, etc. are set forth by the governing jurisdiction and must be considered by the client PRIOR to final consideration/approval of the rental contract by TSD. Client use of TSD facilities is always contingent upon approval and receipt of required jurisdictional permits and other required coordination.