



# FACILITY USE AGREEMENT

## Application to Use School Facilities

The School 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 4260P as well as 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.

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

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

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

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

SPECIFIC FACILITY/SCHOOL REQUESTED \_\_\_\_\_

- |   |   |   |   |   |
|---|---|---|---|---|
| <input type="checkbox"/> Auditorium             | <input type="checkbox"/> Computer Lab       | <input type="checkbox"/> Gym              | <input type="checkbox"/> Large Room     | <input type="checkbox"/> Library                |
| <input type="checkbox"/> NOPSC, Small Conf Room | <input type="checkbox"/> NOPSC, Haller Room | <input type="checkbox"/> NOPSC, Cafeteria | <input type="checkbox"/> NOPSC, Foyer   | <input type="checkbox"/> NOPSC, Large Classroom |
| <input type="checkbox"/> Small Room             | <input type="checkbox"/> Classroom          | <input type="checkbox"/> Stage            | <input type="checkbox"/> Athletic Field | <input type="checkbox"/> Conference Room        |
| <input type="checkbox"/> Podium                 | <input type="checkbox"/> Microphone         | <input type="checkbox"/> Other _____      |   |   |

DATES TO BE USED: \_\_\_\_\_ TO \_\_\_\_\_ DAY OF WEEK \_\_\_\_\_

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

**FACILITY RENTAL FEES** will be determined by the latest established rental rates. Charges shown on the application form will be invoiced. Payments 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 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 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 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 \_\_\_\_\_

- SEE REVERSE SIDE -

Other notes, comments, requirements:

**RULES AND REGULATIONS**

- 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 Port Angeles and State of Washington.
- Use of alcohol, tobacco, 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.
- 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 use is cancelled when facility/building is closed due to an emergency.
- 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.
- The Board and the District do not intend to create an open forum for public use of its facilities and grounds. The Superintendent and his/her designee shall take appropriate action to avoid such a forum being created. If at any time the Board wishes to change the nature of the forum it has previously allowed through community use of District facilities, the Board may do so to either expand or contract that forum and its attendant facilities usage.

**FOR DISTRICT USE ONLY**

Approved [  ]    Disapproved [  ]                      Fee Group: [  ] A [  ] B [  ] C [  ] D [  ] E [  ] F  
 Certificate of Insurance [  ] Requested [  ] Received                      Letter Compliance w/HB1824 [  ] Requested [  ] Received  
 Facility/Building Rental Fee \$ \_\_\_\_\_ Per Hour = \$ \_\_\_\_\_ Other charges \$ \_\_\_\_\_  
 Total Billed \$ \_\_\_\_\_                      Date Billed \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Signature of Building Principal \_\_\_\_\_ Date \_\_\_\_\_  
 District Authorization By \_\_\_\_\_ Date \_\_\_\_\_