



**Mercer Island School District**  
 4160 86<sup>th</sup> Ave SE ♦ Mercer Island, WA 98040 ♦ 206-236-3316

**Form 4260F**

**FACILITY USE AGREEMENT**

The Mercer Island School Board of Directors wishes to encourage the use of school facilities by the community as long as use is of lawful purpose, and does not interfere with the conduct of the District's educational programs, and does not cause the District to bear undue financial burden. Community use of facilities is subject to the terms of Administrative Policy and Procedures # 4260 and the current schedule of user fees. (Available upon request.) Fees may be charged for the 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 upon the District's sole judgment. The District does not discriminate in any programs or activities on the basis of sex, race, religion, creed, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, marital status, disability, or the use of a trained dog guide or service animal and provides equal access to Boy Scouts and other designated youth groups.

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

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

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

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

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

- |                                    |  |  |  |
|------------------------------------|--|--|--|
| <input type="checkbox"/> Classroom | <input type="checkbox"/> Multipurpose Room | <input type="checkbox"/> Practice Room | <input type="checkbox"/> Conference Room |
| <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Library           | <input type="checkbox"/> Upper Commons | <input type="checkbox"/> Board Room      |
| <input type="checkbox"/> Kitchen   | <input type="checkbox"/> Computer Lab      | <input type="checkbox"/> Lower Commons | <input type="checkbox"/> Gym             |
| <input type="checkbox"/> MIHS PAC  |  |  |  |

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

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

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

EQUIPMENT NEEDED:  Chairs  Tables  Flag  Screen  Microphone  Projector  Other \_\_\_\_\_

\_\_\_\_\_ (initial) The applicant agrees to fully comply in accordance with the adoption of policies for the management of concussion, head injury, and sudden cardiac arrest in youth sports; as referred to in District Policy #3423/3423P. Access to school facilities may not be granted until all requirements are complete and approved by the school district &/or designee

\_\_\_\_\_ (initial) For-profit, business groups are required to provide a certificate of insurance for coverage of no less than \$1 million dollars per occurrence. Mercer Island School District must be named as additionally insured on said policy. (Low-cost special Events Liability Insurance is available through the school district's carrier.)

**For District Use Only**

User Category:  Group 1  Group 2  Group 3

Certificate of Insurance:  Requested  Received  Waived

Background Check Required?  WATCH  WATCH + fingerprints  None

Building Administrator/Designee \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Business Office: \_\_\_\_\_ Date: \_\_\_\_\_

***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 \_\_\_\_\_

**FACILITY RENTAL FEES** will be determined by the latest established rental schedule of user fees. Payment of charges shown on the application form is 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 before, during, or after the activity.

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## **AGREEMENT AND INSURANCE**

The person or organization entering into this rental agreement with Mercer Island School District #400 for the use of school facilities and equipment described above, certifies that the information given in this application is current and correct. 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 school district facilities will be reported to the school district immediately.

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, attendees or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the school district, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses or rights of action, 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 gross negligence of the District.

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## **REGULATIONS**

**Use of the District facilities, equipment, and services will be restricted to those spaces and times that are specifically set forth in the Facility Use Agreement. Alterations to the field/facility are prohibited without prior approval (hanging of signs, erecting backstops, placing goals, use of tape on floors/fields/walls). Facility use is cancelled when the facility/building is closed due to an emergency.**

The applicant/organization is responsible for the safety and conduct of all participants and spectators. Adequate adult supervision must be provided.

Casual use of District outdoor facilities by individuals does not require a permit. However, all organized use of District grounds must be covered by a Facility Use Agreement.

A paid District employee must always be in the building during the facility use, except by special arrangement with the facility use office. An administrator or custodian must be in charge of security and a custodial overtime fee will be assessed when it is appropriate. Custodial overtime will begin a minimum ½ hour before the facility is to be used and extend a minimum ½ hour after the reservation.

Services provided by the custodian will consist only of unlocking and locking doors, operating lights, providing heat, setting up chairs, and normal cleanup. Groups receiving free usage of a facility are obligated to assisting the custodian in setting up and removing chairs, and for general cleanup. District equipment shall not be removed from the facility.

Kitchen facilities and equipment are not to be used unless operated by a District Food Services representative. Requested use of kitchen facilities must be coordinated through the District Food Services office. Food and beverages are allowed only in designated areas.

Pianos, tables, chairs, desks, and other furniture and/or equipment such as computers, printers, etc. are not to be moved from one room to another, except by prior written arrangement. Items such as audio-visual equipment, athletic equipment, chairs, and tables will not be loaned nor rented for use off the school premises.

Sports and activities that are normally engaged in the outdoors (such as baseball, softball, soccer, football), and any equipment designed for use in conjunction with outdoor activities will be restricted at all times to outdoor areas. Only proper indoor equipment can be used indoors.

Standard approved gym shoes are required for all activity-type uses in the District's gyms. Users must not wear sport shoes that leave black marks on gym floors. Proper attire shall be worn at all times. Participants and officials must wear molded-sole shoes or tennis shoes on the artificial turf.

Animals, with the exception of animals of assistance, are not allowed in school district facilities or on building grounds without special permission.

Applicants are required to remove at their expense any materials, equipment, furnishings, or rubbish left after the use of school facilities.

Plans for decorating must be approved in advance by the building administrator. Users cannot use decorations that permanently alter the appearance of, or damage, the facility.

It is unlawful for a person to carry onto public school premises, any firearm or other dangerous weapon, as defined by law. Profane language, smoking, possession of or use of intoxicating liquor, drugs or narcotics, boisterous conduct, betting or other forms of gambling, except for fund-raising events of the District parent-teacher organizations or student organizations, as permitted under state law, shall not be permitted on school premises. Violators will be prosecuted in accordance with the law.

Fire and safety regulations (including occupancy loads) of the District, King County and Washington State shall be observed at all times. Capacity regulations must be strictly observed. Open flames, including candles, are not permitted.

***The District retains the right to deny/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 there with.***