



Pleasant Hill School District #1

36386 Highway 58

Pleasant Hill, OR 97455

Phone 541.746.9646

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Policy KG-AR

Adopted 1/10/2000; Revised/Readopted: 9/14/20

### FACILITY USE REQUEST FORM

# Pleasant Hill Community Center

Organization Name: \_\_\_\_\_ Non-Profit?  Yes  No

Activity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Number of people expected \_\_\_\_\_ Is event open to the public?  Yes  No

Indicate day(s) of the week:  Mon  Tues  Wed  Thu  Fri  Sat  Sun

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Start Time: \_\_\_\_\_  AM  PM End Time \_\_\_\_\_  AM  PM

**Please Note: Times reserved must include set up and clean up time.**

<input type="checkbox"/> Class I	PHSD sponsored activities for students, parents and related organizations	Free
<input type="checkbox"/> Class II	Civic & service use - Non-profit community service groups	\$10 per hour
<input type="checkbox"/> Class III	Private Events/Celebrations	\$20 per hour
<input type="checkbox"/> Class IV	Profit groups or individuals	\$30 per hour

- A \$50 refundable deposit security/cleaning deposit will be collected in advance of activity.

- An insurance binder may be required. You will be notified upon approval of activity.

- Please follow alarm system instructions carefully. Failure to key into and out of district facilities may result in additional security charges. Security services are \$45 per hour. Please be sure you know how to properly use the system. If issued, all keys are to be returned at the end of your event unless other arrangements have been made with the district office.

Custodial Services? * <input type="checkbox"/> Yes <input type="checkbox"/> No	Food and Drink being served? <input type="checkbox"/> Yes <input type="checkbox"/> No
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\* Custodial service may be required. Contact the District Office for a fee estimate.

Standard set up includes three rectangular tables and two arched tables in the front room, three rectangular tables in the back room. 100 folding chairs are available. You may move these items as needed, but you are expected to return them to the standard configuration when you are finished.

**IT IS MY UNDERSTANDING, AS CONTACT PERSON FOR ORGANIZATION, THAT:**

1. Only the facilities requested will be used.
2. Times and dates as specified shall be adhered to and notification to the district office is necessary if there is to be any change.
3. Every effort will be made to maintain cleanliness and care of the facility.
4. Any damage of items in need of attention/repair will be reported to the district office upon leaving or by the next business day.
5. It will be necessary to relinquish use of the facility if a school function is scheduled on the same date.
6. Cooperation is expected in order to make facilities available to all groups.
7. Key will be returned, if issued, as per instruction at time of issue.
8. Rules as posted or otherwise provided must be followed.
9. Failure to abide by the terms of this agreement may result in the denial of further use.
10. The school utilizes an electronic surveillance system. Please key in and out properly. Failure to do so may result in an additional charge.
11. User certifies to have read this document and fully understand its contents.

Contact Person Signature \_\_\_\_\_

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

Superintendent Signature \_\_\_\_\_

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

**INSURANCE BINDER GUIDELINES**

Any Class IV user and some Class II & III users must obtain and maintain a General Liability Insurance Policy naming Pleasant Hill School District No. 1 as the additionally insured with the following limits:

- \$2,000,000 General Aggregate, including wrongful acts and sexual molestation, \$1,000,000 each occurrence
- \$1,000,000 Personal and Advertising Injury, \$1,000,000 Damage to Rented Premises
- \$10,000 Medical Expense, Waiver of subrogate on Worker's Compensation coverage

Certificate of insurance needs to be provided to the district prior to using the facilities.

**(FOR OFFICE USE)**

Availability confirmed by \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

Building approval: Signature \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

Insurance Binder Received:  Yes  No  N/A

Date \_\_\_/\_\_\_/\_\_\_

Key #: \_\_\_\_\_ issued. On: \_\_\_/\_\_\_/\_\_\_

Returned on \_\_\_/\_\_\_/\_\_\_

**Estimate of Fees:**

Facility charge \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Custodial costs \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total Estimate for use \$ \_\_\_\_\_ Security/Cleaning Deposit \$ \_\_\_\_\_

Contact Person Notified by \_\_\_\_\_ Date \_\_\_\_\_

Pre-Payment of \$ \_\_\_\_\_ received \_\_\_/\_\_\_/\_\_\_ by  Cash  Check no: \_\_\_\_\_

Additional custodial charges incurred \$ \_\_\_\_\_

Security service charges incurred \$ \_\_\_\_\_

Security/Cleaning deposit (refunded) or additional payment due \$ \_\_\_\_\_ Pd \_\_\_/\_\_\_/\_\_\_

# Pleasant Hill School District Facility Use Liability Release Form

Name of User/Business/Group (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being requested: \_\_\_\_\_

Description of Activity (Activity): \_\_\_\_\_

**Indemnification:** In consideration for use of the Pleasant Hill School District's (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy. User agrees to have adequate general liability coverage to cover any tort claim that could arise from use of District property including coverage for sexual molestation and abuse, and injuries to the head, brain, neck and spine.

**Property Damage:** User agrees to reimburse the District for damage to the District's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

**Alteration, addition, or improvement:** User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

**Repairs, Maintenance, and Cleanup:** At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District's property, the User shall leave the property in the same or better condition as received.

**Right of Entrance:** The District retains the right to enter District property at all times during the term of this Agreement, including the property being used by User under this Agreement.

## Pleasant Hill School District Facility Use Liability Release Form

**Accessibility:** The District warrants that the District's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting for User's failure to comply.

**Anti-Discrimination Policy:** User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

**Bloodborne Pathogens:** User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

**District's Name/Logo:** All uses of the District's name or logo must be approved in writing by the District's Superintendent prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.

**District's Policies:** User agrees that the school property will be used in accordance with the District's rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.

**Modification:** No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.

**Severability Clause:** This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**Waiver:** Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

**Termination:** Pleasant Hill School District may terminate this Facility Use Agreement immediately and without notice if it is found that User has failed to follow any school policies or regulations, or if the User fails to follow any local, state or federal orders, guidance, ordinances, executive orders, directives, rules or laws.

**User certifies to have read this document and fully understand its contents.**

Signature of User or User's Authorized Representative: \_\_\_\_\_

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

**Pleasant Hill School District**  
**Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)**

Name of User/Business/Group (User): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Facility being requested: \_\_\_\_\_

Description of Activity (Activity): \_\_\_\_\_

**Communicable Diseases Including COVID-19:** The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Pleasant Hill School District (“District”) cannot completely mitigate the transfer of communicable diseases like COVID-19. [Name of group using facility] understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.** User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments, this includes but is not limited to, following all masking and vaccination requirements.

**Proof of Vaccination:** As of October 18, 2021, User staff and volunteers, who are age 16 and older, and have direct or indirect contact with children or students, must either submit proof of vaccination or documentation of a medical or religious exception to Pleasant Hill School District or User attests that its staff and volunteers provided User with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. “Proof of vaccination” means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual’s name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out form from the Oregon Health Authority’s immunization registry. “Documentation of a medical or religious exception” means that User is in receipt of a written request for a medical or religious exception, made on a form prescribed by the Oregon Health Authority, and in compliance with the requirements set forth in OAR 333-019-1030. User understands that Pleasant Hill School District is permitted to require more stringent health and safety protocols than is required under the law. As such, the school retains the ability to deny access to its facilities to any User who does not comply with the school’s health and safety protocols.

**Indemnification:** In consideration for use of the Pleasant Hill School District’s (District) property, User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to

**Pleasant Hill School District**  
**Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)**

COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

**Insurance:** User understands that the District does not carry insurance for communicable diseases including Covid-19 and User is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from User’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of insurance of at least the minimum requirements as stated in its rental/facility use agreement attached.

**COVID-19 Termination.** Pleasant Hill School District may terminate this Agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel this agreement in the event of a Covid-19 related reason. In the event User terminates this Agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

**User certifies to have read this document and fully understand its contents.**

Signature of User or User’s Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

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