

NORTHSHORE SCHOOL DISTRICT #417
NPAC & PERFORMING ARTS VENUES - APPLICATION AND AGREEMENT

Submit To: Facility Use Specialist, Vanessa Greek at vgreek@nsd.org
NSD Support Services Center, Attention Facility Use Specialist, 22105 23rd Drive SE, Bothell, WA 98021-4409
A \$35 application fee will be invoiced

IMPORTANT: This application, upon issuance of a Northshore School District (NSD) Use Permit, will serve as a contract between NSD and the Applicant (organization and/or individual "User") permitted to use the Northshore Performing Arts Center (NPAC) or other performing arts venue. Please read and complete the agreement thoroughly. The person signing this agreement must have signature authority for the organization/entity listed on this application.

Please allow 10 working days for application to be processed. Missing information will slow down the process.
Submission must include the information below. The Certificate of Insurance should reflect the insurance requirements on Page 3.

(1) Completed Application (2) Certificate of Liability Insurance (3) Additional Insured Endorsement Form

Applicant/Organization _____ Today's Date _____

Name of Contact _____ Title _____

Email _____ Phone 1 _____ Phone 2 _____

Address _____

Billing Address (if different) _____

NPAC _____ Or Other Performing Arts Venue (Specify) _____

Specific Activities _____

Entrance/Exit time must allow for set-up and clean-up

Date(s) _____ Time In _____ Time Out _____

Date(s) _____ Time In _____ Time Out _____

Date(s) _____ Time In _____ Time Out _____

Classification Youth Adult Non-Profit Organization No Yes (provide proof of non-profit status)

Number of Performers _____ Number of Audience Anticipated _____

USER'S AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS

The User shall indemnify, defend (by counsel acceptable to Landlord), and hold harmless the Northshore School District and its Superintendent, board members, officers, employees, and agents (collectively "District") 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 (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 ("Premises"); (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 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 User acknowledges that they have read the foregoing subsection and that it was specifically and mutually negotiated.

Print Name / Title

Organization Name

Signature

Date

NORTHSHORE SCHOOL DISTRICT (NSD) NPAC & PERFORMING ARTS VENUES - CONDITIONS FOR USE

1. The terms Applicant and User are used interchangeably in this application and Conditions for Use Agreement.
2. A Performing Arts Use Application shall be completed and returned to the NSD Facility Use Specialist not less than thirty working days in advance of intended use for the determination of fees and approval. Rental fees will be in accordance with established school district fee schedules and are payable to the Northshore School District. All fees must be promptly and fully paid upon receipt of school district billing.
3. The Contact name on the application must be a representative of the Organization listed on the application and is responsible for being on site during the rental period to assume full responsibilities of supervision and security of the facility, to protect premises and property.
4. A paid NSD employee must always be on-site during use of a district building, but the organization granted permission to use the facilities shall assume full responsibility for supervision of the activity and all participants involved. Adult supervision is mandatory. The User is responsible for the conduct of participants and spectators.
5. All applicable local, state, and federal laws shall be adhered to.
6. Prohibited: Weapons, alcohol, drugs, tobacco products, fireworks, profanity, and boisterous conduct on any NSD premises is prohibited. Bicycle riding, motorcycle riding, rollerblading, roller-skating, and skateboarding are not allowed on NSD grounds. Animals are not allowed unless they are certified service animals. Exception: bicycles and motorcycles may be ridden to the facility as a means of transportation and should be parked at an appropriate entrance/parking space (may not be ridden through building walkways, etc.).
7. Proper footwear must be worn on appropriate surfaces.
8. Users are required to remove their materials, equipment, furnishings, and trash after use of a facility and leave the facility in the same manner and condition in which it was found. If it's necessary for the NSD custodial staff to clean excessive litter following an activity, an additional fee will be charged for clean-up time.
9. The User is financially responsible for damage or vandalism to NSD property during its use of the facility.
10. No illegal parking (i.e., fire lanes, No Parking areas, or private property). Police may be called, and vehicles will be towed at owner's expense.
11. NSD CANCELLATION: NSD reserves the right to cancel use of facilities due to a conflicting NSD activity, in order to perform maintenance, or revoke a permit if at any time conditions outlined in this agreement are not followed. NSD activities take precedence. Every effort will be made to give the User a 72-hour notice. In the event of a power outage, inclement weather, or when a facility closure takes place due to an act or condition that is out of NSD control, the facility will be closed. In the event of such cancellation or revocation, there shall be no claim or right to damage or compensation on account of any loss, damage, or expense whatsoever endured by the applicant as a result of cancellation.
12. USER CANCELLATION/CHANGE POLICY – Applicant/User may cancel or make changes to the booking up to 120 days prior to your event, without penalty. If cancellations/changes occur within 120 days of the scheduled event, the User will incur a 25% fee. If User cancels all or a portion of the booking within 30 days of the scheduled event, User will be responsible for the total estimated cost associated with the event. Additional time can be added if the facility is available. An updated permit with additional charges will be provided.
13. Billings will be mailed out monthly. Prepayments are not accepted. A \$35 application fee will be charged on the first billing. A \$35.00 fee will be charged for all changes made to the original reservation. A \$5.00 late fee will be charged for all invoices older than 30-days. Use Confirmation/Permit will be cancelled for lack of timely payment. No refunds will be made in amounts under \$10.
14. Access to facilities will be granted in accordance with the time specified on the Use Permit. All use will stop with sufficient time to vacate the building at the termination time stated on the building permit. User will be charged time-and-a-half for use beyond the permit hours.
15. The Applicant/User must respect the authority of the NSD Theater Manager and must attend a mandatory production meeting once a User Permit has been granted. Topics include technical, lighting, equipment, and staffing requirements and additional fees if applicable. The User must designate a staff member from the organization to coordinate and be present at the production meeting and event.
16. The Applicant/User must agree to obtain all necessary performing rights and licenses and to pay any applicable royalties and other fees as they pertain to the event.

- 17. NSD does not allow flame of any kind in the NPAC and performing arts venues. All paper, materials and props used must be self-extinguishing. Other special effects must be approved by the Theater Manager.
- 18. Do not attach any items to the walls. Contact the NPAC staff for help if you have items you would like to display.
- 19. In case of emergency, call 911 and the 24-hour district emergency number at 425-485-9535.
- 20. **INSURANCE REQUIREMENTS:** The following insurance coverage is required to rent or lease a Northshore School District performing arts venue. The Applicant/User at its own expense shall provide and keep in force with companies reasonably acceptable to NSD, liability insurance for the benefit of NSD and User jointly against liability for bodily injury and property damage for a combined single limit of not less than \$2,000,000 combined single limit per occurrence and \$4,000,000 aggregate for personal injury bodily injury, and property damage. NSD shall be named as an additional insured on such insurance policy, and such policy shall be primary and noncontributing with any insurance carried by the NSD. User shall provide NSD with a Certificate of Liability and the endorsement naming NSD as an additional insured prior to performance of any service under this agreement.

IMPORTANT: It is the Applicant’s responsibility to review the documents provided by your insurance company to verify the following requirements are reflected on your COI. If you’re unsure if your policy meets the district’s requirements, submit NSD requirements to your insurance broker for verification. NSD cannot review individual policies. This will help expedite the rental process. If you believe a particular coverage requirement may not apply to your event, please contact ccash@nsd.org.

Certificate of Liability Insurance (COI) - Proof of insurance must be on an Acord 25 form or equivalent; contact your insurance broker for assistance. The COI should reflect the coverage listed below.

- The Named Insured on the COI must match the Organization named on the Facility Use Application.
- If your Organization is an umbrella organization of the Named Insured (has a different name), your organization name must be identified on the COI (typically in the Description Box).
- Liability Coverage must be an “Occurrence” policy and reflected on the COI.
- \$2 Million per occurrence for Commercial General Liability coverage including Bodily Injury, Personal Injury and Property Damage
- \$4 Million General Aggregate
- Automobile Liability insurance with limits no less than \$1 Million combined single limit per accident for bodily injury and property damage.
- Sexual Molestation and Abuse Coverage is required for entities working with minors on an ongoing basis (e.g., ongoing classes, day camps, team practices).
- Workers Compensation coverage for your employees, volunteers and/or independent contractors.
- Certificate Holder Address: Northshore School District, 3330 Monte Villa Parkway, Bothell, WA 98021

NOTE: Please do not include certificates that have other entities listed as the Certificate Holder. They will be returned to you with a request to remove the documents that do not pertain to NSD and you will need to resubmit your application and insurance information.

Additional Insured Endorsement – The district shall be named as an additional insured on the User’s insurance policy. A copy of the Additional Insured Endorsement Form showing NSD has been added as follows must be included:

- Northshore School District and its Officials, Agents, and Employees.

ACKNOWLEDGEMENT

By signing below, I acknowledge that I have read and understand all information on this Application and Agreement, consisting of 3 pages. I have read, understand, and signed the Hold Harmless, Indemnity, and Liability information on Page 1. I agree to abide by the Conditions for Use and terms herein. I understand that once facility use has been permitted by NSD, this document services as a legal contract.

Print Name / Title

Organization Name

Signature

Date