



Palouse School District No. 301
 Facility Usage Agreement
 (Individual)



THIS FACILITY USAGE AGREEMENT (“Agreement”) is entered into by and between PALOUSE SCHOOL DISTRICT NO. 301 (“District”) and the USING PARTY identified below.

USE. Use of District facilities shall be limited to the following:

Type of Activity: _____

Individual in Charge: _____

Facility/Room(s): _____

Beginning / Ending Date: _____

Event Time: from «Event Begin Time» to «Event End Time» setup to exit. _____

Equipment Needs/Request: _____



FEES. USING PARTY shall pay the fees identified below. If any such payment is not timely made, the District reserves the right to cancel USING PARTY’S use of the facility and to prohibit further use of District facilities by USING PARTY.

Room Fee (TBD)	\$ _____	<i>Weight Room (\$5 per month / \$60 yearly)</i>
Custodial Fee	\$ _____	
Equipment Fee	\$ _____	
Other (Set-up; etc)	\$ _____	
TOTAL FEE(S)	\$ _____	

(When no custodial fee is made, the **individual agrees to clean the room** and restore the equipment/furniture to its original arrangement.)

All fee payments required under this Agreement shall be delivered to the address set forth below:

Palouse School District No. 301
 600 E. Alder St.
 Palouse, WA 99161

1. DAMAGE INDEMNIFICATION.

1.1 Damage. USING PARTY shall be responsible for and shall immediately pay the cost to repair or replace any real or personal property owned by the District or by a third party that is damaged or destroyed in connection with USING PARTY'S activities under this Agreement.

1.2 Indemnification. USING PARTY agrees to defend, indemnify, and hold the District ("Indemnitee") and their current and former directors, employees, agents, and representatives, (also, "Indemnitees"), harmless from and against any allegation, claim, demand, suit, cause of action, settlement, judgment, or expense (including attorney fees and all expenses of litigation), (each and all, hereinafter, "Claim"), that may be asserted against any Indemnitee, if a Claim against the Indemnitee relates in any way to USING PARTY'S use of facilities or equipment or property hereunder. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any allegation of fault or responsibility against any Indemnitee. Attorney fees and litigation expenses incurred in successfully enforcing the obligations of this Paragraph 3.2 shall be paid by the USING PARTY.

2. TERMINATION. The District may cause this Agreement to terminate immediately, without cause, upon receipt by the USING PARTY of written notice via mail or personal delivery to the individual identified below. In the event of a termination by the District, USING PARTY shall have no claim or right to damages as a result of such termination, and USING PARTY shall still be liable for standard usage fees, which may only be waived at the exclusive option of the District. In the event of such termination by the District, USING PARTY agrees to hold the District harmless and release the District from all claims, damages, or actions that result or may result, directly or indirectly from such termination.

3. MISCELLANEOUS. The laws of the State of Washington govern this Agreement. If legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Whitman County, Washington. No waiver of any breach of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the District. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable. Use of tobacco, drugs, and/or alcohol are prohibited on school property. Individuals using school facilities accept responsibility for enforcement of this rule. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations shall be allowed unless by formal, written, mutual agreement.

4. ASSUMPTION OF RISK AND RELEASE. USING PARTY understands and assumes the specific risks of its activities in connection with the use of the District's property. By entering into this Agreement, USING PARTY voluntarily acknowledges and assumes the specific risks of its activities and hereby releases, discharges, and holds harmless the District and its directors, agents, representatives, and employees from all liability arising from its activities in connection with the use of the District's property. Any accident involving injury to persons or damages to District facilities or equipment occurring during the use of the facilities or equipment shall be reported to the District immediately.

PALOUSE SCHOOL DISTRICT NO. 301 signature

USING PARTY signature

Name (Print): _____

Name (Print): _____

Title: _____

Individual: _____

Address: 600 E. Alder St., Palouse, WA 99161

Address: _____

Phone: 509-878-1921

Phone: _____

Email: _____

Email: _____

Dated this _____ day of _____, _____.

Month

Year