

NORTHSHORE SCHOOL DISTRICT #417
FACILITY USE 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
\$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 facility. 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) _____							
Building Requested _____							
Specific Activities _____							
Date(s) Requested _____							
Day(s) of week	M	T	W	TH	F	SAT	SUN
Time Begin _____	Time End _____		Entrance/Exit time must allow for set-up and clean-up				
Classification	Youth	Adult	Non-Profit Organization		No	Yes (provide proof of non-profit status)	
Admission Fee	Yes	No	Fundraising		Yes	No	
Number of Attendees _____				Sports Group # of Teams _____			
Room(s) Requested** _____							
For Gyms at Secondary Sites - Bleachers Out				Yes	No	Note: Use of shower facilities is prohibited	

**A Use Permit grants access to a specific room and its standard tables/chairs only, no additional equipment is provided (see Page 2 for special equipment requests). All other areas are off limits. For additional tables/chairs, please place an online [Warehouse Work Order](#), accessible on NSD's website.

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) – CONDITIONS FOR FACILITY USE

1. The terms Applicant and User are used interchangeably in this Application and Conditions for Use Agreement.
2. A Facility Use Application shall be completed and returned to the NSD Facility Use Specialist not less than ten 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 district 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.
5. Special requests for use of classroom and other building equipment must be specified at time of application and will be referred to, and must be approved by, the building Administrator.
6. All applicable local, state, and federal laws shall be adhered to.
7. Prohibited: Weapons, alcohol, drugs, tobacco products, fireworks, profanity, and boisterous conduct on any school premises is prohibited. Bicycle riding, motorcycle riding, rollerblading, roller-skating, and skateboarding are not allowed on school 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.).
8. No black sole shoes are allowed, particularly on gym floors. Proper footwear must be worn on appropriate surfaces.
9. Users are required to remove their excess materials, equipment, furnishings, and rubbish after use of a facility and leave the facility in the same manner and condition in which it was found.
10. NSD CANCELLATION: NSD reserves the right to cancel use of facilities due to a conflicting NSD activity, and in order to perform maintenance; NSD activities take precedence over community use. Every effort will be made to give the User a 24-hour notice. In the event of a power outage, inclement weather, or when a school closure takes place due to an act or condition that is out of NSD control, the facility will be closed.
11. USER CANCELLATION: Applicant shall email the Support Services Facility Use Specialist (contact on page 1) at least 48-business hours (M-F, 7:00 am to 4:00 pm) prior to scheduled use, if cancelling an event. The district will invoice charges for the time scheduled if not notified.
12. NSD reserves the right to cancel or revoke a permit at any time if the conditions outlined in this agreement are not followed, or for other good reason. 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 such cancellation.
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 agrees to fully comply in accordance with RCW 4.24.660 and 28A.600 relating to the management of concussion and head injury in youth sports, if applicable.
16. **INSURANCE REQUIREMENTS:** The following insurance coverage is required to rent or lease a Northshore School District facility and/or field. The Applicant/User at its own expense shall provide and keep in force with companies reasonably acceptable to the District, 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 \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury bodily injury, and property damage. The district 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 District. 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 Applicant/User's policy shall be primary and noncontributing with any insurance carried by the District.
- 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.
- \$1 Million per occurrence for Commercial General Liability coverage including Bodily Injury, Personal Injury and Property Damage
- \$2 Million General Aggregate
- Sexual Molestation and Abuse Coverage is required for entities working with minors on an ongoing basis (e.g., daycare, recurring classes, day camps, youth team practices and competitions).
- 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 Form – 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