

NORTHSHORE SCHOOL DISTRICT #417
FIELD 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
A \$35 application fee will be invoiced

IMPORTANT: This application, upon issuance of a Northshore School District (NSD) Field Use Permit, will serve as a contract between NSD and the Applicant (organization and/or individual user) permitted to use the field. 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 Liability 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) _____
Field(s) Requested _____
Specific Activities _____
Admission Fee Yes No Fund Raising Yes No
Date(s) Requested (if more room needed, attach schedule) _____

Time Begin _____ Time End _____ Hours Per Week _____ # of Teams _____
Classification
Youth Within Northshore Adult Within Northshore
Youth Outside Northshore Adult Outside Northshore
Non-Profit Organization No Yes (send proof of non-profit status)

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 FIELD USE

1. The terms Applicant and User are used interchangeably in this application and Conditions for Use Agreement.
2. A Field Use Application shall be completed and returned to the NSD Field 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 Applicant/User must respect the authority of the NSD Stadium/Field Supervisor. The services of the Stadium/Field Supervisor include opening/securing fields, operating lights, documenting usage times of rental fees, monitoring stadium facilities, and reporting discrepancies in stadium condition before/after usage.
4. In the case of a “no show” on the part of the NSD Stadium/Field Supervisor contact 425-408-7885. For security issues contact NSD 24-Hour Security at 425-485-9535.
5. Adult supervision of activities is mandatory. The User is responsible for the conduct of its participants, spectators, officials, and all persons present. Profane language, boisterous behavior, or other objectionable demeanor is not permitted. If large attendance is anticipated, police assistance with crowd management and traffic control is advisable.
6. The User is financially responsible for damage or vandalism to NSD property during the User’s activities. Litter must be collected, and equipment removed at the conclusion of field usage. If it is necessary for the NSD to repair damages or clean the premises, the User will incur the costs.
7. Participants and officials must wear molded sole shoes or tennis shoes on the artificial turf. Only coaches, participants, officials, and authorized personnel are permitted on the playing fields.
8. Substances such as crepe/tissue paper, posters, beverages, food products, gum, tobacco, liniments, salves, etc. must be kept off the artificial turf because they stain and damage the surface. Absolutely no seeds are allowed on any field.
9. The use of sharp objects on the artificial turf is prohibited. Care should be exercised in moving equipment to avoid cutting or snagging the turf.
10. The User must abide by the policies of NSD, the regulations of local government, and the laws of the State of Washington. Fire and safety codes must be enforced. All applicable local, state, and federal laws shall be adhered to.
11. The Applicant/User 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.
12. Prohibited: Weapons, alcohol, drugs, tobacco products, firework, profanity, 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.).
13. NSD CANCELLATION: NSD reserves the right to alter or cancel use of fields due to a conflicting NSD activity, in order to perform maintenance, or concerns for field conditions. NSD use of fields has priority over community use. Every effort will be made to give the User a 24-hour notice. In the event of a power outage or 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.
14. 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.
15. 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.
16. 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.

17. **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 field use has been permitted by NSD, this document services as a legal contract.

Print Name / Title

Organization Name

Signature

Date