

Stanwood-Camano School District
Facilities Use Agreement
Conditions of Facilities Use, Indemnification, and Certification

Form 4260F1 Community Relations – Page1

By requesting the use of the facilities, I (hereafter referred to as “User”), agree that the information on this request is true and complete to the best of my knowledge. I further agree to abide by these conditions for using Stanwood-Camano School District’s (Hereafter referred to as “the District”) facilities:

1. The *Facilities Use Agreement form, Compliance Statement (if applicable), and Certificate of Liability Insurance* must be submitted no later than two weeks before the first scheduled date of the facilities use.
2. User must provide written notice of cancellation at least two weeks prior to the scheduled rental date.
3. User will take the premises as they are at the time of the facilities use. No removal of or change to District property shall be made without the prior consent of the School Principal. The facility must be returned to its original condition at the end of the facilities use, with no items that could potentially injure others.
4. Immediately following the final use, User will remove from District premises all equipment and material owned by the User. Anything not removed will be subject to disposal, with User being responsible for the disposal costs.
5. User will schedule all deliveries of equipment and materials with the prior consent of the School Principal.
6. **Payments.** User shall pay the facility use fee and a two (2) or three (3) hour minimum (Group dependent) if personnel are required. Charges must be paid within thirty (30) days after the invoice date. Payments made sixty (60) or more days past the invoice date will be assessed a \$25 late charge and may be denied future use of facilities until paid in full.
7. If User plans to utilize the kitchen facilities and/or kitchen staff, User is responsible for confirming with the Food Services department two weeks prior to the facilities use at 360-629-1208.
8. User is responsible for costs of repair for damages, as determined by the District.
9. **Insurance Requirements.** A Certificate of Insurance (COI), with Stanwood-Camano School District as additional named insured, providing comprehensive general liability insurance, including personal injury and property damage, and automobile liability (when applicable) in amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate or a combined single limit of \$2,000,000 shall be submitted at the time facility rental agreement is submitted. Coverage shall not be canceled or modified without 45 days prior written notice to the District. If self-insured, User must provide proof-of-insurance coverage acceptable to the District for the purpose of the rental.
10. User will obtain at the User’s own cost and expense any and all licenses or permits required by law or ordinance.
11. All usage shall conform to requirements set forth in the City of Stanwood Fire Code.
12. **Supervision.** User will be held responsible for adult supervision (age 21 and older) and control of all individuals present during the time of the facility use. User is responsible for complying with any and all security requirements of the local police jurisdiction. Animals are not allowed at District facilities, except as required by applicable non-discrimination laws. No person or entity renting, leasing, or otherwise being granted the right to temporarily use District-owned property may possess, or allow its guests to possess, illegal substances, alcohol, tobacco, firearms or dangerous weapons on District-owned property.
13. **Compliance with Law.** User must comply with all federal, state and local laws prohibiting discrimination with regard to creed, race, color, sex, sexual orientation, marital status, veteran status, age, national origin or disability.
14. User agrees to notify the District's custodian or district representative of any accidents immediately for the staff member to file a District Incident Report.
15. User is responsible for all copyright or royalty compliance and fees associated with this activity.
16. User is responsible for obtaining all necessary permits for the activity. Such permits must be presented to the District for inspection at least 14 days prior to the facilities use or the facilities use may, at the sole discretion of the District, be canceled. In such a case, the District will refund to User any deposits paid, less the current scheduling fee.
17. Priority for accepting facility use reservations will be given to Group 1 users, followed by Group 2 users, followed by Groups 3 and 4.
18. The District reserves the right to cancel or revoke any facility use permit at any time for good cause, including but not limited to inclement weather or the facility is needed for school use. In the event of such cancellation or revocation, there shall be no claim or rights to damage or compensation on account of any loss, damage, or expense whatsoever endured by User as a result of such cancellation.
19. All markings and pre-game preparations will be the responsibility of the organization scheduled for use. Field lining and marking must be pre-approved by the school’s athletic office.
20. The use of baseball diamonds, track, or other athletic turf fields for golf practice, flying motorized airplanes, operating vehicles, skateboards, motorized scooters or exercising animals is prohibited.
21. The District is not required to make District-owned computers, audiovisual, technical, or other special equipment available. In the event that the use of such equipment is authorized, the User must comply with all District requirements relative to providing a knowledgeable District approved operator present. Any damage to the equipment will be repaired at the User’s cost. A District approved operator/technician may be assigned at the discretion of the District and the cost will be charged to the User.
22. Requests to use gymnasiums and athletic facilities may be made on a seasonal basis (i.e., fall, winter, spring, etc), not to exceed 3 consecutive months (12 weeks), after WIAA and other school activities are scheduled. Any space remaining after the seasonal scheduling meeting will be awarded both on the group type and first-come basis.
23. Facilities may be unavailable when school is not in session.

AGREEMENT TO CONDITIONS, INDEMNIFICATION, AND CERTIFICATION

As a material consideration to the District granting User's request, and without which the District would not do so, User agrees to and does hereby indemnify and hold harmless the District, its directors, employees, agents, and volunteers, from any and all claims, demands, suits, actions, losses, liabilities, damages, expenses, costs, or attorneys' fees, directly or indirectly attributable to User's activities and/or use of the District's premises in connection with this agreement, except for damages caused by the sole negligence of the District, its directors, or its employees and agents acting within the scope of their employment.

User agrees to abide by the conditions set forth above and in District Policy 4260 and Procedure 4260P.

By electronically submitting this Facilities Use Agreement, the applicant affirms that they are authorized to act on behalf of the organization or individual listed in the application and agrees to the above conditions and indemnification. Submission of this agreement constitutes an electronic signature and has the same legal effect as a handwritten signature.

STANWOOD-CAMANO SCHOOL DISTRICT				
FACILITY GENERAL USE AND HIGH SCHOOL GAME FEE SCHEDULE				
FACILITY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
ELEMENTARY INCLUDING CHURCH CREEK CAMPUS				
Gym/Cafeteria	NC	\$40/use	\$60/use	\$120/use
Field	NC	\$24/use	\$36/use	\$72/use
Classrooms	NC	\$24/use	\$36/use	\$72/use
Covered Play Area	NC	\$24/use	\$36/use	\$72/use
Library	NC	\$48/use	\$72/use	\$144/use
Kitchen	NC + FS	\$48/use + FS	\$72/use + FS	\$144/use + FS
MIDDLE SCHOOL				
Main Gym	NC	\$48/use	\$72/use	\$144/use
West Gym	NC	\$40/use	\$60/use	\$120/use
Classrooms	NC	\$24/use	\$36/use	\$72/use
Library	NC	\$48/use	\$72/use	\$144/use
Cafeteria/Commons	NC	\$40/use	\$60/use	\$120/use
Field	NC	\$24/use	\$36/use	\$72/use
Kitchen	NC + FS	\$48/use + FS	\$72/use + FS	\$144/use + FS
HIGH SCHOOL				
Main Gym	NC	\$60/use	\$90/use	\$180/use
Mezzanine Gym	NC	\$40/use	\$60/use	\$120/use
Wrestling Room	NC	\$40/use	\$60/use	\$120/use
Concession Stand (food handler permit req.)	NC	\$20/use	\$20/use	\$60/use
Classrooms	NC	\$24/use	\$36/use	\$72/use
Library	NC	\$48/use	\$72/use	\$144/use
Cafeteria/Commons	NC	\$40/use	\$60/use	\$120/use
Kitchen	NC + FS	\$48/use + FS	\$72/use + FS	\$144/use + FS
HIGH SCHOOL OUTDOOR FACILITIES				
Multi-Purpose Turf Field	NC	\$40/use	\$60/use	\$120/use
Baseball (Varsity) Turf Field	NC	\$50/use	\$75/use	\$150/use
Softball (Varsity) Turf Field	NC	\$50/use	\$75/use	\$150/use
Softball (Practice) Grass Field	NC	\$30/use	\$45/use	\$90/use
Stadium (by special permission only)	NC	\$60/use	\$90/use	\$180/use
Concession Stand (food handler permit req.)	NC	\$20/use	\$30/use	\$60/use
Press Box (includes PA system and Scoreboard)	NC	\$20/use	\$30/use	\$60/use
Ticket Booth	NC	\$20/use	\$30/use	\$60/use
Tennis Courts	NC	NC	NC	\$15/day/court

PERFORMING ARTS CENTER

Performing Arts Auditorium Performance	NC	\$70/hr	\$105/hr	\$210/hr
Rehearsal	NC	\$40/hr	\$60/hr	\$120/hr
Event Manager (Required SD employee)	NC	\$100/hr		

DISTRICT OFFICE

Boardroom	NC	NC	\$30/hr	\$60/hr
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LATE CHARGE

Late charge for payments 60 days past invoice date	NC	\$25	\$25	\$25
Custodial and Food Service Fee (updated annually)	\$65/hour 2 hour minimum			\$65/hr 3 hr min
Grounds Fee (updated annually)	\$75/hour 2 hour minimum			\$75/hr 3 hr min

Additional hours will be assessed for full-day rentals and/or additional clean-up as needed.

PRACTICE SCHEDULE: Seasonal Field or Gym use per site/per season plus Custodial and/or Grounds fees, if applicable. (Schedule can include non-tournament games at Elementary & Middle Schools.)

Not to exceed three consecutive months or 12 weeks. See Conditions of Use.

Group 2 (Recreational Sports): Elementary & Middle School \$200 - High School \$400, per site per season
Group 3 (Adult & Select Teams): Elementary & Middle School \$300 - High School \$600, per site per season (maximum of 6 hrs/week per site)
Group 4 (For Profit/Out of District): Per use fees on main schedule

GAME SCHEDULE: Non-tournament games at Stanwood High School facilities are charged per use plus Custodial and/or Grounds fees.

TOURNAMENT SCHEDULE: Field or Gym Use Per Site plus Custodial and/or Grounds fees, if applicable. See Conditions of Use.

Groups 2 and 3: Elementary & Middle School \$525 - High School \$750 per site
Group 4: Elementary & Middle School \$825 - High School \$1200, per site

ATHLETIC FACILITY ADVERTISING

Pay the full advertising fee for the year before signage is installed. Pricing Structure:

- 1 Year: \$1,000
- 2 Years: \$1,500
- 3 Years: \$2,000

STANWOOD-CAMANO SCHOOL DISTRICT RENTAL GROUPS

Group I - District Sponsored Events and School Partner Nonprofit Groups:

District sponsored events occurring outside the normal school day and non-profit groups partnered with the Stanwood-Camano School District whose purpose is to support the mission of the Stanwood-Camano School District; i.e., PTA's, PTO's and Booster Clubs. No facility fee shall be charged, however under certain circumstances involving significant use of utilities (such as weekends), excessive clean-up, or extensive use of the stadium lighting as determined by the district, the district reserves the right to assess fees according to the established fees.

Group II - Nonprofit Groups Serving Youth with No Selection Criteria, Nonprofit Organizations Conducting Community Education or Community Service, and Public Entities:

Nonprofit groups serving youth must have open enrollment and open participation of all ability levels. Examples include Scouts, Campfire, 4-H groups, SCJAA, recreational soccer leagues, recreational little leagues, etc. Special events (beyond regular league play) charging donations, entry fees, admission fees, etc. may be charged Group III user fees at the discretion of the District. This does not apply to the sale of concessions.

Group III – Select Nonprofit Groups Serving Youth, Nonprofit Organizations, and Individual Users: Non-profit groups serving youth who do not have open participation of all ability levels with at least 80% of the youth living within the boundaries of the Stanwood-Camano School District, i.e. AAU, SWISH, select soccer clubs, and all other nonprofit groups, and individual users; including churches, craft shows, meeting space, adult sports, etc.

Group IV – Commercial or For-Profit Organizations:

Commercial Enterprises includes profit-making organizations and business-related enterprises (including daycares). While the district would prefer these organizations use commercial or private facilities may be rented for non-regular use per the district's fee schedule.

Requirements for All Groups

District sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. Authorization for use of school facilities will not be considered as endorsement or approval of the activity, group or organization.

INSURANCE REQUIREMENTS

Stanwood-Camano School District Policy #4260 Use of School Facilities, requires that all applicants for use of school district facilities maintain accident and liability insurance for persons using district facilities under the applicant's sponsorship in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate or combined single limit of \$2,000,000 (see Conditions of Use). A Certificate of Insurance with Stanwood-Camano School District named as additional insured is required before the Facilities Use Agreement can be approved.

An Additional Insured Certificate naming Stanwood-Camano School District No. 401 as an additional insured can be obtained through your insurance provider. If you are an individual applying for use of district facilities, you can obtain the necessary certificate through your homeowner's insurance provider.

Please include the Additional Insured Certificate with your completed Facilities Use Agreement.

STANWOOD-CAMANO SCHOOL DISTRICT #401

COMPLIANCE STATEMENT FOR

CONCUSSION, HEAD INJURY AND SUDDEN CARDIAC ARREST AWARENESS

The undersigned office of _____, (organization); hereby acknowledges that the organization has reviewed with all coaches, athletes and their parent/guardian the Sudden Cardiac Arrest Awareness as prescribed by Senate Bill 5083 2015-16, section 3 and Engrossed House Bill 1824 which has been codified in RCW 4.24.660 and RCW 28A.600 relating to management of concussions and head injuries in youth sports. The undersigned further agrees to comply with the rules identified in the bill as follows:

1. An annual concussion and head injury information sheet shall be signed by the athlete and parent/guardian and kept on file by the non-profit organization. If an athlete plays for multiple organizations, an information sheet shall be filled out for each organization.
2. Athletes with a suspected head injury or concussion shall be removed from play at that time.
3. An athlete who has been removed from play shall not return to play until he/she has been evaluated and released by a licensed healthcare provider.

Signature

Printed Name

Name of Organization

Facilities Use Agreement
STANWOOD-CAMANO SCHOOL DISTRICT NO. 401
Administration & Resource Center
26920 Pioneer Hwy, Stanwood, WA 98292
Phone: 360.629.1226 Fax: 360.629.1242

Event Title and Team Name (if applicable)			
Location/School (one form per location)			
Rooms or Field (use name from fee schedule)			
Type of Use - choose one only	General Use or Games Schedule ☐	Practice Schedule ☐	Tournament Schedule ☐
Equipment Needed			

Organization Name		Group Type (See Page 3)	
Insurance Certificate Naming Stanwood-Camano School District as Additionally Insured Attached			☐

Billing Name		Onsite Adult Name	
Address		Address	
Phone		phone	
email		email	

DATES AND TIMES REQUESTED -

Not to exceed three consecutive months or 12 weeks. (See Conditions of Use) Groups 3 and 4 limited to a maximum of 6 hours/week/site.

Beginning Date	End Date	M	T	W	TH	F	S	SU
Time From:	Time To:	☐	☐	☐	☐	☐	☐	☐
Time From:	Time To:	☐	☐	☐	☐	☐	☐	☐
Time From:	Time to:	☐	☐	☐	☐	☐	☐	☐

GAME SCHEDULE: High School Field or Gym - Fee Per Use - Schedule of Dates Attached ☐

TOURNAMENT SCHEDULE: Per Site - List of Teams Participating and Number of Games Attached ☐

Compliance Statement for Concussion, Head Injury and Sudden Cardiac Arrest Awareness Completed and Attached ☐

By signing below, you agree to the conditions of use listed on page 1. Failure to comply with facility use rules or policies may result in the revocation of the facilities use agreement and/or denial of future use of school facilities.

Signature

Date

Office Use Only

School/Location Approval _____ Date _____