

FACILITY USE AGREEMENT

Application to Use School Facilities

The School Board of Directors wishes to encourage use of school facilities by the community as long as use is for a lawful purpose and does not interfere with the conduct of the district's educational programs. Community use of School District facilities is subject to the terms of District Policy 4260, *Use of School Facilities* and the current schedule of user fees. **All youth sports groups must provide letter of compliance in accordance with the adoption of policies for the management of concussion and head injury.** Fees may be charged for use of school facilities to ensure that funds intended for education of children are not used for other purposes. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the district's interests, or due to the level of previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, religion, national origin, marital status, gender, age, sexual orientation, disability, honorably discharged veteran or military status.

NAME OF ORGANIZATION _____ Email _____

CONTACT NAME _____ NUMBER OF TEAMS/PARTICIPANTS _____

ADDRESS _____ DAYTIME PHONE _____

NATURE AND PURPOSE OF ACTIVITY _____

SPECIFIC FACILITY/SCHOOL REQUESTED _____

- | | | | | |
|------------------------------------|---|---|---|---|
| <input type="checkbox"/> Classroom | <input type="checkbox"/> Multi-Purpose Room | <input type="checkbox"/> Kitchen | <input type="checkbox"/> Athletic Field w/ Lights | <input type="checkbox"/> Athletic Field |
| <input type="checkbox"/> Library | <input type="checkbox"/> HS Mule Cafe | <input type="checkbox"/> Concession Stand | <input type="checkbox"/> Gym w/ Locker Room | <input type="checkbox"/> Gym |

Please check all that apply-Comments: _____

DATES TO BE USED: ____ TO ____ DAY(S) OF WEEK ____ TIME OF DAY/EVENING: FROM ____ AM/PM TO ____ AM/PM

WILL ADMISSION BE CHARGED? _____ WILL CUSTODIAN SERVICES BE NEEDED? _____
(Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs and performing routine cleanup.)

EQUIPMENT NEEDED: Chairs Tables

FACILITY RENTAL FEES will be determined by the latest established rental rates. Payments of charges shown on the application form are to be made to the district prior to use. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. The district reserves the right to require and charge for custodial and/or other authorized district employees to be on the premises.

AGREEMENT AND INSURANCE

The person or organization entering into this agreement with School District for the use of facilities or equipment described above certifies the information given in this application is current and accurate. The undersigned further states that he/she has the authority to make this application for the applicant and agrees the applicant will observe all rules and regulations. The applicant further agrees to reimburse the School District for any damage arising from the applicant's use of said facilities and/or equipment. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to district authorities immediately.

In accordance with Chapter 28A.335 RCW, private nonprofit groups serving youth are required to provide proof of bodily injury coverage of no less than \$50,000 per occurrence/\$100,000 aggregate. For-profit, business groups are required to provide proof of general liability coverage of no less than \$1 million dollars per occurrence. The School District must be named as additionally insured on said policy. Coverage cannot be canceled or reduced without thirty (30) days' written notice to the district.

_____ (Initial) **The applicant agrees to fully comply in accordance with the adoption of policies for the management of concussion and head injury in youth sports; as amended in RCW 4.24.660 and chapter 28A RCW if applicable. Access to school facilities may not be granted until all requirements are complete and approved by the School District and/or designee.**

The applicant agrees that the School District and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the School District and its officers, employees, directors and agents from claims, liabilities, or suits arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the School District.

I have read the rules and regulations above and on the reverse side of this form and agree with the conditions and charges as established:

SIGNATURE OF APPLICANT _____ DATE _____

RULES AND REGULATIONS

- Applicant/organization is responsible for the safety and conduct of its participants and spectators.
- **All non-profit youth sports groups, verify that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussion and head injuries as prescribed by HB 1824 (2009), section 2.**
- Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities.
- All events will be required to meet the occupancy load and fire and safety regulations of Wahkiakum County and the State of Washington.
- Use of alcohol, tobacco and or/drugs is prohibited. Profane language and/or other objectionable conduct may result in barred use of facilities.
- Firearms or other dangerous weapons are prohibited on school grounds as defined by law.
- Games of chance, lotteries and giving of door prizes are not allowed except where permitted by law, and then only with proper clearances.
- Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
- Alterations to the field/facility are strictly prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
- District-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the district has been granted. Groups or individuals cannot use district-owned expendable supplies.
- Applicants are responsible for special setup requirements and clean up unless specifically requested in the application. User shall be responsible for returning the facility to its original condition immediately following the event.
- Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
- The applicant/organization shall not practice discrimination of any kind.
- Cancellations by applicant require at least 24-hour notice. Otherwise related actual costs shall be borne by the applicant.
- Facility use is canceled when facility/building is closed due to an emergency.
- The district reserves the right to refuse or revoke any authorization issued for the use of a school building or grounds, and if rental has been paid, to refund such rental less expense incurred by the district in connection therewith.

FOR DISTRICT USE ONLY

Approved Disapproved Signature of Building Principal _____ Date _____

Single Event School Year Summer 3 Month Days Evenings Saturday Sunday and Holiday

Certificate of Insurance: Requested Received Attached

Letter of Compliance with HB1824/2009 (Zackery Lystedt Concussion/Head Injury Law): Requested [] Received []

Facility/Building rental Fee \$ _____ Per Hour/Event = \$ _____ Other Charges \$ _____

Total Billed \$ _____ Date Billed ____/____/____

Signature of Superintendent _____

Date _____

WAHKIAKUM SCHOOL DISTRICT

Compliance Statement for HB 1824 (2009), **Youth Sports-Head Injury Polices** and SB 5083 (2015-16), **Sudden Cardiac Arrest Awareness**.

_____ requests the use of the Wahkiakum School District facilities for the following dates: _____, a private non-profit youth sports group, verifies all coaches, athletes and their parent/guardian have complied with mandated policies for, the **Management of Concussions and Head Injuries** as prescribed by HB 1824, section 2 and **Sudden Cardiac Arrest Awareness** as prescribed by SB 5083, section 3.

Attached is a proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State covering any injury or damage with at least \$50,000 due to bodily injury or death or one person and at least \$100,000 due to bodily injury or death to two or more persons.

Signed:

Representative of Private Non-Private Youth Sports Group

_____ (Date)

*Note: Access to school facilities may not be granted until all requirements of this application are complete and approved by the school district &/or designee.

Wahkiakum School District complies with all federal and state rules and regulations and does not discriminate on the basis of race, creed, color, religion, national origin, families with children, marital status, gender, age, sexual orientation, disability, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability and will provide equal access to the Boy Scouts of America and other designated youth groups. Inquiries regarding compliance and/or grievance procedures may be directed to the district's Title IX/RCW 28A.640 officer and/or Section 504/ADA coordinator Brent Freeman at (360) 795-3971.

Wahkiakum School District Facility Fee Schedule (in compliance with WSD Policy 4260)

<u>Facility</u>	<u>Non-Profit Group Rate</u>	<u>Commercial/Business Enterprise Rate</u>
Classroom	\$50.00*	\$75.00/hr
Library	\$50.00*	\$75.00/hr
Multi-Purpose Room	\$50.00*	\$75.00/hr
High School Mule Café	\$50.00*	\$75.00/hr
Kitchen	\$75.00*	\$100.00/hr
Concession Stand	\$75.00*	\$100.00/hr
Gym	\$75.00*	\$150.00/hr
Gym with Locker Rooms	\$100 .00*	\$200.00/hr
Athletic Fields	\$100.00*	\$150.00/hr
Athletic Field with lights	\$300.00	\$300.00/hr

*Flat fee for the first two hours then the full hourly rate applies.

A custodial rate of \$50.00 an hour will be charged for any clean up that is not completed by the renting activity, with a two hour minimum (minimum \$100 cleaning fee if charged).

If, at the discretion of the Superintendent, the activity offers substantial benefit to District Students or Staff, the fee may be reduced by up to 50%.

Fees are to be paid to the District Office in advance of the activity.

Gym Rules

Please make sure that you share the Gym Rules with your Coaches, Parents and Players. We ask that you respect and care for the facility that you are in by making sure you follow the listed guidelines.

1. Please make sure children are supervised at all times.
2. Please do not wander the building before or after practice. (Adults/Children)
3. Please do not let children hangout in the bathrooms.
4. Children who are present and not part of the team must be accompanied by an adult at all times.
5. NO Food or Drinks are allowed in the Gyms (WATER ONLY).
6. NO cleats (Tennis Shoes Only).
7. NO Pitching Machines or Catching Gear.
8. NO Hardballs
9. Return the facility to the condition it was in once you are completed with it.
10. Do NOT erase classroom material off the whiteboards.
11. Sweep gym floors and wipe up any spills (if needed locate a custodian).
12. THROW AWAY YOUR TRASH.

Any violation of these rules may result in your team losing their right to have access to the facilities. We appreciate your cooperation and ask that you report any concerns to Brent Freeman via email at bfreeman@wahksd.k12.wa.us

Signature _____ Date _____