

APPLICATION FOR COMMUNITY USE OF FACILITIES OR GROUNDS

Requests must be submitted a minimum of 14 calendar days prior to activity ** Complete Sections 1 - 4 and return to the District Office

1. User Applicant Information

Name of User or Organization _____

Contact Person _____ Day Phone _____ Evening Phone _____

Address _____
Mailing address _____ City _____ State _____ Zip Code _____

Email Address _____ Estimated Attendance-Adults _____ Youth _____

Description of Activity _____

2. Requesting Use of Facilities or Grounds or Equipment

Gymnasium: North gym South gym w/stage Wrestling room Weight room Bleachers: Yes No

Cafeteria: With Kitchen Without Kitchen

Building/Classrooms: Name of building _____ Room # _____

Athletic Field/Stadium Name of field _____

Other (tables, chairs, tarps, sound system, etc.) : _____

Dates of use: ___/___/___ to ___/___/___ Days of the week: M Tu W Th F Sa Su

Begin use: _____ am pm End use: _____ am pm Total number of hours: _____

Equipment or services needed: _____

Who will supervise patrons at your event? _____

3. Release of Liability & Insurance Requirements

Indemnification: In consideration for use of the **property listed above, User agrees to hold harmless, waive, release, indemnify, defend, and discharge the Owner from all liability and claims arising from User's use of the Owner's property. User agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from the Owner's negligent acts.** "Owner" includes its Board of Directors, including the individual members thereof, and its officers, agents, employees, volunteers, and representatives. "Liability and claims" means demands for any value or benefit, such as lawsuits, tort claims, insurance claims, causes of action, fines, fees, costs (e.g. medical costs and attorney fees). **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than **\$1,000,000 per occurrence** and to **name the Owner as an additional insured** under the general liability insurance policy.

Property Damage: User agrees to reimburse the Owner for damage to the Owner's property that is caused by User and User's members, employees, agents, contractors, suppliers, or guests.

Alteration, addition, or improvement: User shall not make alterations, additions, or improvements to Owner property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the Owner in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at licensee's expense; these expressly stated remedies are

in addition to all other available remedies.

Repairs, Maintenance, and Cleanup: At User's sole expense, User shall maintain in good repair the areas of the Owner's property utilized under this Agreement. As determined by the Owner's sole discretion, User agrees to repair, replace, or compensate the Owner for any cleanup required or for any damage sustained to Owner property arising from User's use of Owner property. Upon User's completion of use of the Owner's property, the User shall leave the property in the same or better condition as received.

Right of Entrance. The Owner retains the right to enter Owner property at all times during the life of this Agreement, including the property being used by User under this Agreement.

Accessibility: The Owner warrants that the Owner's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The Owner has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the Group.

Anti-Discrimination Policy: User warrants that it does not discriminate on the basis of race, color, creed, national origin, sex, sexual orientation, or any other protected status. The Owner reserves the right to deny use of Owner facilities to groups that do not comply with the Owner's anti-discrimination policy.

Bloodborne Pathogens: User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

Modification: No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the Owner.

Severability Clause: This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Jurisdiction: This Agreement shall be governed by the laws of the State of Oregon. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Columbia County, Oregon. The parties consent to both venue and jurisdiction.

Cancellation: This agreement can be cancelled by either party at any time.

Unmanned Aircraft Systems (UAS) aka Drones: District policy requires Superintendent approval for use of UAS on school grounds. Individuals must provide proof of insurance that meets required liability limits established by the district. Proof of registration and authorization issued by the FAA and proof of user registration with ODA must also be provided. Signing below releases the district from any claims of harm to individuals or damage to property.

Waiver: Failure by the Owner to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the Owner of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

4. Responsibility

The User further agrees to adhere to the following rules for use of school premises:

1. Persons using school premises at any time for any purpose shall not consume, sell, be under the influence of alcoholic beverages, or use profanity on the school premises. Violation of this section shall constitute grounds for revocation of the existing contract and/or refusal of the permission to use the buildings/grounds at any future time. Organizations, groups and individuals shall observe the Tobacco Free Campus regulations.
2. No refreshments may be sold unless special arrangements are made with the District Office.
3. **Street shoes are not allowed on gym floors. Gym shoes must be clean.**
4. All fees are payable in advance.
5. The use of school property may be denied any user whose members or visitors fail to comply with these rules.
6. Special request for chairs, equipment, may be arranged between the user and the District Office.
7. The user shall see that all State, City, and School District regulations governing safety and security are followed.
8. The user shall be responsible for the conduct and control of both patrons and participants and visitors.
9. Minors (under age 21) are restricted from using any part of the facility unless adult supervision is in the same room or space. Minor dependents or guests are not to be given free opportunity to use facilities without the direct supervision in the specified area or any adjacent space such as hallways, building entries, rest rooms, playground, etc. Observed violation can result in termination of this agreement.
10. Any personal property lost or stolen during usage period is not the responsibility of the district.
11. Doors are not to be propped open for access during or after usage period.

User certifies to have read this document and fully understand its contents.

Signature of User/Applicant

Date

5. Administrative Approval and Fee Assessment

Permission is hereby granted to the above named group and/or individual to use the property described. Use dates approved are subject to the District's determination of school needs. Your group may be required to surrender its room use, upon 48-hour notice from the District. Any rental fee paid in advance will be applied to the next use date, or refunded, if requested.

District Office

Date

Refundable Deposits \$ _____

Total Payment Due \$ _____

Facility Rent \$ _____

Make checks payable to: Culver School District #4

District Personnel _____ per hour \$ _____
(Kitchen or custodial staff)

- Proof of Liability Insurance attached (*including UAS use if applicable*)
- Proof of UAS registration AND proof of registration with ODA attached (*If applicable - see policy ECACB*)

Fee Schedule

<u>Facility</u>	<u>Location</u>	<u>4 Hours</u>	<u>4+ Hours</u>
Wrestling room	Gym complex	\$ 10.00	\$ 20.00
Gym with shower	Gym complex	\$ 50.00	\$100.00
Gym without shower	Gym complex	\$ 35.00	\$ 70.00
Any one athletic field		\$ 15.00	\$ 30.00
Cafeteria with kitchen	Middle School	\$ 65.00	\$130.00
Cafeteria without kitchen	Middle School	\$ 50.00	\$100.00
Shop (COCC)	Vo-Ag Building	\$ 15.00	\$ 30.00
Classrooms	ES/MS/HS	\$ 10.00	\$ 20.00

All groups using the kitchen will have to arrange to have one of our staff cooks in the kitchen during the event. A custodian may be required for building use as well. The cost of custodial and kitchen help will be in addition to the above charges.