

Bellingham School District #501
Community Use of School Facilities
Terms and Conditions

It is the aim of the Board of Directors to make school facilities available for community use. Usage must be in the public interest and for the public good. Organizations and groups using school district facilities agree to abide by the following rules:

1. Application - An "Application for Rental of School Facilities" is to be submitted to the Facility Rental and Use Administrator a minimum of five business (5) days prior to the date on which the facilities are to be used, with limited exceptions available at the discretion of the Bellingham School District. If staffing is required by the District, then the request must be received a minimum of ten business (10) days prior to the requested date of use. A copy of the approved application is to be on file in the building prior to the scheduled activity.

2. Approval - Each application for the use of school facilities is approved by the building administrator and the Assistant Superintendent of Finance and Operations or designee. Any alternations to the approved permit must be made five business (5) days prior to scheduled use.

3. Access - Applications are approved for specific rooms/facilities and times. All users must bring the approved permit and present it upon request. Buildings or other school facilities are opened by the responsible custodian only upon the presentation of an approved application. The user organization is responsible for ensuring that unauthorized portions of the building are not entered, that authorized doors are left locked and closed unless a representative of the renter is present at the door and the premises are vacated as scheduled.

4. COVID-19 - User will follow the applicable, current Washington State Department of Health requirements to mitigate COVID-19 transmission. User will notify the Facilities Rentals Administrator of any attendee who was COVID-19 positive while at a Bellingham School District facility.

5. Athletic/Playing Fields - Any organized group wishing to use District athletic or playing fields must file an application in accordance with established District procedures. Any such use must be appropriate and compatible with the field and its surrounding area. Unauthorized use of District fields by organized groups constitutes trespassing and will be dealt with accordingly. Appropriate athletic shoes will be required for all outdoor or indoor athletic activities. User groups may not mark or otherwise modify fields without written District approval.

6. Head Injuries and Sudden Cardiac Arrest - Youth sports organizations must complete and attach to the application the District's Compliance Statement for HB 1824 (Youth Sports Head Injury Policies) and SB 5083, (Sudden Cardiac Arrest Awareness).

7. Key or Keyless FOB (entry device) - Facilities that require the renter to use a key or keyless Fob will require the renter to pick up the entry device at the Bellingham School District

office 1 business day prior to the rental and return it within 1 business day after the rental ends. Failure to return the key can result in a \$50.00 per key or keyless FOB charge. No entry device can be given to anyone other than the person checking out the device. Lost, stolen or misplaced keys must be reported immediately to Finance and Operations. The person checking out the entry device is responsible for unlocking and locking the facility as well as security of the site.

8. Cancellations - Cancellations or agreement alterations must be submitted via email to the facility use secretary. No fee will be assessed if cancellation is made more than five business (5) days prior to facility use. Cancellations made less than five business (5) days prior to event will be subject to all associated fees.

9. Fees - The District determines a fee schedule for use of District facilities. The fee schedule is reviewed and revised as appropriate. Minimum 1-hour facility use fee applies based on renter category.

10. Additional Charges - Charges may be levied to cover the cost of additional services not covered in the original agreement, such as staffing costs and utility usage. If the rental occurs outside of normal custodial staffing hours, overtime will be based on actual utilization with a minimum of 2-hours. Additional charges may also be levied for damages and/or agreement violations.

11. Damage to Property - User will be responsible for any damage to District property resulting from user's use of the facilities. In the event of damage, the District will issue a bill for the reasonable repair or replacement cost of the damaged property to user, and user will promptly pay such sums to the District.

12. Payment - Payment is due 30 days from the date of the invoice. Invoices will be sent the month following the use. Payment is to be made to the Bellingham School District's Finance and Operations Office at 1306 Dupont Street Bellingham, WA 98225.

13. District Staffing - A custodian or other authorized District employee must be on the premises during any use of a District facility.

14. Custodial Service - Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs, and performing routine cleanup. Groups for which rental costs and/or other charges are waived in part or in full, must assist the custodian in setting up and removing chairs as well as performing routine cleanup. Minimum of 2-hour staffing fee applies if required based on date, time, location, and event type.

15. Food Service - If kitchen facilities are used a-food service employee will be required to be in attendance, at the discretion of the district, with staffing fees charged to the user

organization. Minimum of 2-hour staffing fee applies if required based on date, time, location, and event type. If food trucks are used during a rental period, the food truck must be licensed and abide by the Health Department Guidelines. Electrical power requests require district approval.

16. Restoration of Facilities - All school facilities are to be left in appropriate condition immediately following each activity.

17. Supervision - User organizations must provide sufficient, qualified adult supervision for any scheduled youth activity.

18. Priority Use - District or school organization activities have first preference for all District facilities. Non-school applications are superseded in any instance where facilities are needed for school activities.

19. Cancellation by District - It is understood and agreed by the applicant that permission may be revoked or canceled at any time with or without cause and in the event of such revocation or cancellation, there shall be no claim or right to damages or reimbursement on account of any loss, damage, or expense incurred.

20. District Closure - If the school district closes due to inclement weather or other unforeseen circumstance all facility use will be canceled and no fees will apply.

21. Prejudicial Use - Permits will not be granted for any meetings, which in the judgment of the District, may be prejudicial to the best interests of the schools or educational system or for which satisfactory sponsorship is not provided.

22. Prohibited Organizations - Organizations which advocate the violent overthrow of the government or its institutions or violations of its laws, or which promote any form of discrimination are excluded from utilizing District facilities.

23. Purpose - Purpose of use must be as stated on the application; deviation will be considered a breach of contract and may result in denial of future use.

24. Equipment, Decorations, and Alterations - Plans for decorating must be approved in advance by the building or program administrator. Any equipment being brought in to use on or in District Property must be approved in advance. Applicants are required to remove materials, equipment, furnishings, or litter after use of school facilities. No sign shall be placed on the outside of school buildings. Inflatable bouncing structures of any kind are not allowed in school buildings or on school grounds.

25. Smoking, Drinking, Disorderly Conduct - Smoking is not permitted in school buildings or on school grounds. No alcoholic beverages are to be brought or consumed in a school building or on school grounds. Disorderly conduct and willful destruction of property are forbidden. Violators will be prosecuted in accordance with the law. It is unlawful for a person to carry any firearm or other dangerous weapon, as defined by law, onto public school premises.

26. Relationship of the Parties - Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or

joint venture, or any other fiduciary relationship between the District and user or its agents or participants.

27. Assignment - User will not assign or sublet its rights or responsibilities under this Agreement without the written authorization of the District. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

28. Nondiscrimination - User will provide equal opportunity in programs and employment and not discriminate on the basis of race, color, national origin/language, creed/religion, sex, sexual orientation (including gender identity), disability or the use of a service animal by a person with a disability, age, marital status, honorably discharged veterans, or military status.

29. General Liability - User must maintain general liability insurance in the amount of \$1,000,000 per occurrence, provided by an insurance company authorized to business in Washington. The required amount may be increased if the District determines that additional potential exposure exists. User will provide a certificate of insurance naming the District as additional insured prior to use of the facilities and promptly upon later request.

30. Indemnification and Hold Harmless Provision - The user agrees to defend, indemnify, and hold harmless the District, its elected and appointed officials, employees, agents, and staff from any and all claims, liabilities, damages, expenses, or rights of action, directly or indirectly attributable to the user's activities and/or use of premises in connection with this agreement. The District will have the right, but not the obligation, to participate in any defense at its own cost and with its own counsel.

31. Waiver - The failure of the District to insist upon strict performance of any of the covenants and agreements contained herein will not be construed to be a waiver or relinquishment of any such right.

32. Compliance with Law - User and its agents and participants will comply with all District policies and procedures, and with all applicable federal, state, and local laws, regulations, and ordinances.

33. Venue - In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding will be brought in a court of competent jurisdiction in Whatcom County, Washington. The laws of the State of Washington will apply to this Agreement.

34. Attorneys' Fees - Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

35. User Organization Responsibility - The user organization is responsible for the enforcement of the above regulations and is responsible for all participants, spectators, and affiliated personnel.