

Use of School Facilities

Application for use of school facilities will be made to the facilities coordinator at District Office.

Professional fund raisers representing charities must provide evidence that the fund raiser:

- A. Is recognized by the Philanthropic Division of the Better Business Bureau;
- B. Is registered and bonded by the state of Washington; and
- C. Will give the charity at least sixty (60) percent of the gross revenues.

The superintendent will develop and recommend to the board a fee schedule applicable for use of school facilities. The fee schedule will be evaluated on a biennial basis.

Sponsoring organizations will provide sufficient, competent adult and/or special supervision, and the amount of adequate supervision will be agreed upon at the time the authorization is issued. Alcoholic beverages and illegal drugs will not be permitted in school facilities or on school property at any time. Tobacco use is prohibited in school facilities and on school property.

All applicants for use of school facilities will hold the district free and without harm from any loss or damage, liability or expense that may arise during or be caused in any way by such use or occupancy of school facilities. Also, in the event that property loss or damage is incurred during such use or occupancy, the amount of damage will be decided by the superintendent and approved by the board and a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage was sustained.

All applicants for use of school facilities will maintain accident and liability insurance for persons using district facilities under the applicant's sponsorship in an amount not less than \$50,000 due to bodily injury or death of one person or at least \$100,000 due to bodily injury or death of two or more persons in any incident. If use of the district's facilities is to be ongoing, the applicant will provide evidence to the district once every thirty days that the insurance remains in effect.

Additionally, youth organizations engaged in sports activities and using school facilities must submit a signed statement of compliance with the policies, described in RCW 28A.600 for the management of concussion and head injury in youth sports.

Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of the Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. *Clarkston School District shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to Lessor.* Lessee shall provide the Clarkston School District a certificate or certificates of such insurance within ten (10) days of the execution of this Agreement.

The superintendent possesses the authority to make the decision on use of school facilities by a group. The group may appeal such decision to the board.

Because of the value of district's playing fields to the community's total recreational opportunity, the fields may be used by all residents. The use must be appropriate and compatible with each play field and its surrounding area. Such use will not result in destruction, damages, or undue wear or pose a hazard to children or others. Activities which endanger others or cause damage to fields and lawns

are restricted. Should damage to fields and lawns occur, the superintendent will make reasonable effort to obtain restitution for the damage.

Unless previously arranged, a custodian or other authorized staff member must be on the premises when any non-school group is using school facilities.

Rules and Regulations for Use of Clarkston School Facilities

The building and grounds of the Clarkston School District are primarily for public school purposes, which include all activities of the school involved in carrying out its programs. No other use will be permitted to interfere with the primary purpose for which these buildings and grounds are intended. No fee will be charged to Parent Council Groups or Bantam Boosters or similar groups which are primarily organized to promote school or educational purposes except during times and days when no staff are present.

1. The District reserves the right to deny/cancel any permit, and/or discontinue use of the facility by the applicant/user at any time if, in their sole discretion, the use of a facility is in conflict with District use policies or regulations or, in the judgment of the facilities manager, equipment and/or facilities are being misused.
2. Approval for the use of all facilities must be obtained from the Facilities Use Coordinator by completing the “**Application for Use of School Facilities**” form. Except for priorities established by regulation, applicants are accepted on a first come, first served basis. Applications for use of facilities during the following school year will be accepted up to one calendar year in advance of the dates requested.
3. No facility will be considered reserved until the “**Application for Use of School Facilities**” form is completed and subsequently endorsed by the Facilities Use Coordinator, at which time it will be considered a permit between the Clarkston School District and the applicant, subject to all rules, regulations, laws, policies and procedures explained herein and within the policies and regulations of the Clarkston School District.
4. A single application may be made for a series of uses of like character. Facilities and equipment used will be limited to those specified on the approved application.
5. All chairs, tables, and other pieces of furniture and equipment are to be returned to “as found” locations unless otherwise approved in writing.
6. Applicants will give at least 48 hour notice to the District Facilities Use Office of a cancellation of previously scheduled use. Failure to do so may result in the District charging the applicant for all expenses incurred in regard to making the facility available for use.
7. Satisfactory sponsorship and adequate adult supervision, which may include appropriate police and security personnel, will be required of all activities within District facilities.
8. The District reserves the right to deny/cancel any permit, and/or discontinue use of the facility by the applicant/user in the event of an emergency that requires the use of the facility as a designated mass shelter.
9. The district reserves the right to charge additional fees if there are more participants than agreed to on application.
10. Applicants/Users must provide proof of insurance when requested.

Conditions

1. Unless previously arranged, a district employee will be present on duty at all times when a district facility is in use by any group and that employee will be responsible for closing and securing the building after use. Other employees may be required for specific activities to support facility occupancy.

2. Keys to buildings of facilities will not be issued to any individual or group for entering a district facility without authorization. Unless previously arranged, facilities must be opened and closed by custodians or other authorized District personnel at the times arranged during the application process.
3. District furniture or equipment will not be removed from classrooms or buildings to which they belong, except by authorized District personnel, and such removal will be previously arranged. If the facilities are not restored to the condition in which they were found, all costs to restore such facilities will be billed to the user at the sole discretion of the district.
4. Prior approval will be required before decorations or other materials may be applied to walls, ceilings, or floors. Applicant/users are required to remove all such decorations, materials, or equipment at their expense. All costs for such removal by District personnel will be directly billed to the user.

Responsibilities

1. Adult leaders of organizations using District facilities will remain with their groups throughout activities and will be financially responsible for the proper care of the facility used, and any District materials, furniture, or equipment therein.
2. Prior to leaving the facility, users will be responsible for clean-up and rearranging any areas used by them.
3. The responsible party for the user will notify building personnel when they arrive and vacate the building.
4. In the event of damage or loss of District property, the applicant must accept the District's estimate of replacement/repair and pay all costs associated therein within 10 days. The District is not responsible for property lost by individuals or groups using school facilities.

Restrictions

1. The use of tobacco, alcoholic beverages, or illegal drugs is strictly prohibited in all District facilities and upon all District properties.
2. Weapons are not allowed on school property except by law officers.
3. Food is limited to certain facilities and the vending and/or serving of such must be approved in advance.
4. Kitchens are not available except under special conditions.
5. Street shoes and shoes with black soles are prohibited on gym floors.
6. All Washington State and local laws are in effect for use of District facilities.
7. No cars or trucks are to be driven on the CHS track. Carts and ATVs allowed only with permission.

Fees

1. Charges for use of District facilities by public interest and public welfare groups, by private interest groups of not-for-profit status, and by non-commercial groups will be based upon the actual costs incurred by the District. These include but are not limited to direct labor, materials, and other operating costs, and applicable overhead costs. Charges for use involving private profit or commercial gain, direct or indirect, will be such as to reimburse the District in full for said overhead and operating costs, plus an amount representing a share of the net profit or monetary gain. The district's Business Office will submit an invoice to the renter on official district letterhead once all associated costs are available.
2. The District has the rights to all concessions and merchandising sales during events which occur on District properties. All merchandising and concessions by outside users must be approved by the Facilities Use Coordinator, and any such sales controlled by outside

organizations are subject to collection by the District, representing 10% of gross income collected by the user.

3. Costs quoted are an estimate based on information given at the time of application for use of District facilities. Actual costs charged to the user are subject to change based upon conditions and final arrangements at the time of use.
4. Use fees will be paid in accordance with the current schedule and District rules and regulations. Additional charges will be made for custodians, technicians, and other staff when use necessitates their participation.
5. Charges will be made for use of special equipment such as, but not limited to, public address systems, projectors, and stage equipment.
6. Payment for use of District facilities is due within 30 calendar days from the date of invoice. At the discretion of the District, payment or deposit may be required in advance of the event. Failure to pay invoices within 30 calendar days will result in the denial of future use of District facilities to the delinquent user.
7. Users will also be responsible for all collection, attorney, insurance, or any other fees associated with the collection or payment in regard to use of school facilities, equipment, or staff.
8. The District is not responsible for any state or local taxes involving ticket or merchandising sales by users.

The application/permit is a binding contract between the Clarkston School District and the responsible parties indicated on the "Application of Use of School Facilities" form and no assumptions will be made by any other persons in regard to facilities use and regulations affecting such use that are not written here. This permit supersedes any contracts, permits, or agreements regarding this use made between the applicant/user and any other parties, at any time pre or post-date of said application. All state and local laws, District policies, and regulations are, by this reference, in effect with regard to facilities use within the Clarkston School District.

Clarkston School District Web Site: www.csdk12.org

Date: November 6, 2018

Revised dates: 10/2018