



Community Relations – Series 4000

School Facility Use – 4260p

The Board believes that the District should be an integral part of the development and betterment of the community. The Board also believes that the public use of District facilities should not detract from school programs. The public is encouraged to use appropriate facilities and shall be expected to reimburse the District for such use to ensure that funds intended for education are not used for other purposes.

Organizations or groups who do not abide by these procedures may be denied future use of District facilities.

PRIORITY USE CATEGORIES

Organizations and individuals seeking the use of school facilities are divided into the following four categories:

Level A – Non-profit, community youth organizations and social activity providers. When facilities are used outside of regular school hours, or if the District incurs extra utility, cleaning or supervision costs, or depreciation, maintenance, lost or damaged equipment, a fee shall be charged to recoup those costs.

Level B – Non-profit, adult parks and recreation programs that are geographically based within the District. The District shall charge a rental rate in excess of actual costs incurred.

Level C – Other non-profit and public organizations. The District shall charge a rental which is higher than the Level B rate.

Level D – Commercial, private or profit making groups. While the District would prefer these organizations use commercial or private facilities, District facilities may be rented for non-regular use at the prevailing rate charged by commercial facilities in the area.

ATHLETIC FIELDS

Applications allocating space for community use will generally be processed on availability after school programs have been scheduled, except that gymnasium and field use is scheduled seasonally for all groups, with Level A users receiving scheduling priority. When more than one community group has requested a specific facility for the same time, an effort will be made to meet with the groups to reach an agreement that will meet the needs of both. If agreement cannot be reached, the District will maintain the right to assign facilities.

1. District use up to 5:30 p.m. on weekdays and some weekend use.
2. Community after 5:30 p.m. on weekdays and majority of weekend use.

The goal is to maintain priority use times which will be reviewed annually with input from affected groups. Flexibility and pre-planning is to benefit both the District and community users. Space remaining after the seasonal assignments will then be awarded on a first-come basis. Persons or groups without proper Facility Use Agreements will not be allowed to use any school facility.

School year timeline for scheduling athletic fields with community groups:

Fall (Early August through Mid-November) Community Use for fields and gyms begins in the spring of the previous school year. The window for application is the month of May. Additional requests are received late August-early September.

Winter (Mid-November through Mid-March) Community Use for gyms begins the month of September. Fields are available for scheduling based upon field conditions. Most fields are closed during this time.

Spring and Summer (Early March through Early August) Community Use for fields and gyms window for application is the month of January.

APPLICATION

Application for facility use is centralized to ensure that all school activities are calendared before facilities are made available for others to use. Applications are available online or may be obtained at the Facilities Use office located at: 5800 Soundview Drive—Building E, Gig Harbor, WA 98335. Phone: 253-530-3941. Website: <http://facilities.psd401.net/>

Every application for facility use must state the general nature and purpose of the meeting or event. Information about the proposed program must be furnished to the District, if requested. The application must include the usage dates, times, facilities, equipment, and services requested, the organization requesting use, the supervisor of

the activity, and the name, address, and phone number of persons requesting the use. The signed application must be received by the Facility Use office at least ten (10) working days prior to the scheduled use.

The "User Category" is assigned, insurance requirements are determined, and the custodial supervisor will assign personnel when appropriate. After the event, custodial reports will be provided for billing when fees are assessed (such as rent, custodial wages, food service wages).

Charges are invoiced after the event on a monthly basis and are due 30 days from the invoice date. Late fees will be assessed if payment is not received 30 days from invoice date. The late fee will be calculated at 5% of invoice amount or \$15.00 whichever is greater.

All Facility Use Applications must be signed by an authorized representative of the group applying for use. The representative must be an adult, at least 21 years of age. Arrangements for several events at the same time and day each week may be made on one Facility Use Application.

All applicants for camps must complete the appropriate information sheet detailing revenues and expenses so that the Facility Use office can determine the appropriate user group classification.

The heating and lighting provided for a rented facility shall be the same as that required for the normal usage. The need for special lighting, heating, a piano, furniture and/or equipment, must be identified in the Agreement.

CANCELLATION BY THE DISTRICT

A Facility Use Agreement is not considered as a lease by the applicant and the District reserves the right to modify its policies at any time or to cancel or revoke any Facility Use Agreement at any time when it deems such action advisable and in the best interest of the District.

The District reserves the right to cancel non-school activities in favor of school activities whenever the two conflict. In the event of such cancellation or revocation, there can be no claim or right to damages or compensation by the user on account of any loss, damage, or expense whatsoever.

If a District facility is closed due to weather conditions, equipment failure, holidays, vacation, teacher workdays, or any other reason, the events for the facility and day will be cancelled without notification and must be rescheduled in the usual manner.

FACILITY USE AGREEMENTS

Agreements will not be granted for any use which in the judgment of the District:

1. May in any way be prejudicial to the best interest of the schools or the educational system.
2. Lacks satisfactory sponsorship or adequate adult supervision.
3. Might result in undue damage or wear.
4. Is not consistent with the use for which the space was designed.

The Board reserves the right to establish special use conditions when a facility is requested for an extended period of time.

When renting one of the District's synthetic turf facilities user groups must adhere to all the posted signs, the on-site Field Supervisor's instructions and the following special rules:

1. No food or drink allowed on the field (water only).
2. No heating or cooking apparatuses allowed on the field.

For facility rental applications that total less than \$300, payment is due in full at time of application approval. For facility rental applications that total more than \$300, 50% payment is due upon application approval with the balance due upon the final date of the rental request.

Upon application approval, the organization or rental group is responsible to pay for all facilities reserved.

Cancellations must be received five (5) business days prior to scheduled use to receive a refund or credit. Any cancellations received less than five (5) days prior to scheduled activity will not be refunded. Rainouts or other inclement weather are the only exception to this rule. If a reservation is "rained out" the user group must notify the community use office within 48 hours to receive credit or refund. If the community use office is not notified of a "rainout" within 48 hours the user group will be responsible for payment.

INSURANCE

The user agrees to protect, indemnify, and save the District, its employees, directors, agents, or assigns harmless from all liability resulting from the use of District facilities.

A certificate of insurance shall be required for all activities (excluding meetings) that are not directly sponsored by the District. The user shall provide a certificate of insurance by an insurer satisfactory to the District prior to use of the facility. This policy shall be

primary and written with a minimum of \$1,000,000 Combined Single Limit per occurrence.

The insurance certificate shall list the District as an additional insured and shall provide for notification to the District in the event of cancellation or termination. Coverage shall also be drawn in favor of nearby property when required.

Certificates of insurance indicating coverage shall be received by the Facility Use office not less than seven (7) business days prior to the scheduled use.

The requirement to provide insurance and the amount of the insurance required shall be applied at the discretion of the District and shall relate to the nature of the scheduled event or activity.

All camps that are not District-sponsored are required to obtain certificates of insurance.

REGULATIONS

Use of the District facilities, equipment, and services will be restricted to those spaces and times that are specifically set forth in the Facility Use Agreement. Keys to buildings or facilities will not be issued to groups or individuals. Pianos, tables, chairs, desks, and other furniture and/or equipment such as computers, printers, and the like are not to be moved from one room to another, except by prior written arrangement. Items such as audio-visual equipment, athletic equipment, chairs, and tables will not be loaned nor rented for use off District property. The District shall not assume responsibility for the maintenance, repair or replacement of privately owned property or equipment that is utilized in connection with rental of District facilities. In addition, the District is not responsible for loss, theft or damage to vehicles.

Casual use of District outdoor facilities by individuals does not require a permit. However, all organized use of District grounds must be covered by a Facility Use Agreement.

Full compliance by coaches, athletes and their parent/guardian 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 RCW 28A.600 and prescribed in HB 1824, Section 2.

Sponsoring organizations shall provide sufficient adult and/or special supervision. The amount of adequate supervision will be agreed upon at the time the authorization is issued. The renting group or organization must provide adult leadership. Under no circumstances will a group be admitted before the adult leader arrives. An adult leader should be the first to arrive, must be present for the duration of the activity, and the last one to leave following each session.

The sponsoring organization is responsible for the enforcement of all rules and regulations for spectators, participants and personnel.

A paid District employee must always be in the building during the facility use, except by special arrangement with the facility use office. An administrator or custodian must be in charge of security and a custodial overtime fee will be assessed when it is appropriate. Custodial overtime will begin a minimum ½ hour before the facility is to be used and extended a minimum ½ hour after the reservation.

Services provided by the custodian will consist only of unlocking and locking doors, operating lights, providing heat, setting up chairs, and normal cleanup. Groups receiving free usage of a facility are obligated to help the custodian in setting up and removing chairs, and to help with the general cleanup.

All applicants for use of District facilities shall hold the District free and without harm from loss or any damage, liability or expense that may arise during or be caused in any way by such use or occupancy of District facilities. Also, in the event that property loss or damage is incurred during such use or occupancy, the amount of damage shall be determined by the Superintendent or designee and a bill for damages will be presented to the user group responsible for such damage. A Certificate of Insurance evidencing coverage for the event shall be on file with the Facility Use office prior to the event. The Certificate of Insurance is to show the user has at least \$1 million combined single limit in liability insurance and evidence that the District is named as an additional insured on the facility user's policy.

All facilities are to be left in appropriate condition immediately following each activity. Applicants are required to remove at their expense any materials, equipment, furnishings, or rubbish left after the use of school facilities. The District may assess the user a garbage disposal fee and any damage to facilities or equipment will be charged to the user group.

Fire and safety regulations shall be observed at all times. Open flames, including candles, are not permitted. User groups are responsible for obtaining any fire department or other permits for satisfying all city, county, state, or federal codes and regulations associated with the proposed activities. In the event of a fire alarm, the user group should exit the facility. The group should not re-enter the facility until they are informed it is safe to do so by the fire department or District personnel. In addition, special care should be taken to ensure that there is no parking in fire lanes.

Capacity regulations must be strictly observed. When large crowds are anticipated, it is the responsibility of the user group to notify local law enforcement agencies for assistance in traffic and crowd control. It is the responsibility of the user group to coordinate sani-can arrangements for their events, except on turf fields where sani-cans are provided.

It is unlawful for a person to carry onto District property, any firearm or other dangerous weapon, as defined by law. Profane language, smoking, possession or of use of intoxicating liquor, drugs or narcotics, boisterous conduct, betting or other forms of gambling, except for fundraising events of the District parent-teacher organizations or student organizations, as permitted under state law, shall not be permitted on school premises. Violators will be prosecuted in accordance with the law, and the group sponsoring the activity may be in jeopardy of having their agreement terminated.

Animals, with the exception of trained dog guides, are not allowed on District property.

Plans for decorating must be approved in advance. Decorations which permanently alter or cause damage to the facility are prohibited.

Kitchen facilities and equipment are not to be used unless operated by a District Nutrition Services representative. Requested use of kitchen facilities must be coordinated through the District Nutrition Services office. Food and beverages are allowed only in designated areas. Additional costs for supervision and/or Nutrition Services personnel will be invoiced separately.