

Facilities Use Agreement
STANWOOD-CAMANO SCHOOL DISTRICT NO. 401
Administration & Resource Center
26920 Pioneer Hwy, Stanwood, WA 98292
Phone: 360.629.1226 Fax: 360.629.1242

Event Title	
Location/School	
Room or Field (use name from fee schedule)	
Team name (if applicable)	

Organization Name		Group Type (See Page 3)	
Insurance Name			
Insurance Certificate Naming Stanwood-Camano School District as Additionally Insured Attached ____			

Billing Name		Onsite Adult Name	
Address		Address	
Phone		phone	
email		email	

REGULAR SCHEDULE - Per Use/ Per Site - See Fee Schedule

(Attach Schedule if additional days are requested.)				M	T	W	TH	F	S	SU
Date		Time	From: _____ To: _____							

SEASONAL FIELD OR GYM USE - PRACTICE SCHEDULE - Per Site/ Per Season**(NOT TO EXCEED 4 CONSECUTIVE MONTHS - OR 16 WEEKS SEE TERMS AND CONDITIONS)**

Beginning Date		End Date		M	T	W	TH	F	S	SU
Time From:		Time To:								

SEASONAL FIELD OR GYM USE - GAME SCHEDULE - PER USE (See Fee Schedule) - ATTACH SCHEDULE ____**Compliance Statement for Concussion, Head Injury and Sudden Cardiac Arrest Awareness Completed and Attached ____****Agreement for Approving Use of Facilities During a COVID-Restricted School Year Completed and Attached ____**

By signing below, you agree to the terms and conditions listed on page 2. Failure to comply with facility use rules or policies may result in the revocation of the facilities use agreement and/or denial of the future use of school facilities.

Signature_____
Date*Office Use Only*

School/Location Approval _____ Date _____

Terms and Conditions

The parties agree to the terms, conditions and charges set forth in this document.

1) Stanwood-Camano School District shall:

- a) Furnish light, heat, air conditioning and water if available, at its sole discretion, deem necessary for the purpose of users.
- b) Reserve the right to cancel this agreement or event if it is found that the facility is needed for school use.
- c) Reserve the right, in the exercise of its discretion, to rescind and cancel this agreement at any time when, in their opinion, the purpose or purposes for which the premises herein described are being used, or intended to be used, shall be obnoxious or harmful to the best interests of the Stanwood-Camano School District.
- d) Reserve the right to require additional staff, custodians, security officers or equipment operators depending on the type of event at the expense of the renter.
- e) Will not assume responsibility for any equipment or materials left in the facility by the user.
- f) The district will annually increase the custodial extra hours fee based upon actual salary and benefit cost increases for custodians.
- g) The district reserves the right to determine the most appropriate facility for the event.
- h) Invoice applicant for all rental, utility, and staff fees and/or damages within sixty days of rental.

2) The User shall:

- a) Indemnify and hold Stanwood-Camano School District; its agents, servants and employees; harmless from all liability for any injury or damage which occurs on any property or in any facility made available to the User by the Stanwood-Camano School District pursuant to this agreement and which occurs during the course of any program or activity sponsored by the User. The User is under no obligation to indemnify and hold the Stanwood-Camano School District harmless for liability for any negligence on the part of the Stanwood-Camano School District. The User's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgment, and /or settlement of any complaint, claim or legal action.
- b) Furnish a Certificate of Insurance with accident and liability insurance of at least \$1,000,000.00.
- c) Obtain at the User's own cost and expense any and all licenses or permits required by law or ordinance.
- d) Take the premises as they are at the time of the event. No removal of or change to Stanwood-Camano School District property shall be made without the prior consent of the School Principal and shall be removed and the property returned to its original condition.
- e) Remove from the premises within twenty-four (24) hours following the final use, all equipment and material owned by the User. Anything not removed within this time frame will be subject to storage and/or disposal fees.
- f) Have all deliveries of equipment and materials made with the prior consent of the School Principal.
- g) Prohibit the use of intoxicating beverages, smoking, harmful drugs, or gambling devices of any kind.
- h) Forbid the use or storage on any part of the school district property any flammable or explosive substance or any items prohibited by law or ordinances of fire insurance.
- i) Remit payment within 30 days of invoice. Pay all expenses related to this event including additional charges incurred due the extension of the event.
- j) Remit all payments, insurance documentation and the Facility Use Agreement 14 days prior to the scheduled event. Failure to having all documentation completed 14 days prior to the event will result in the cancellation of the event date.
- k) The user shall pay a minimum of one (1) hour to open and one (1) hour to close if personnel are required, actual charges will be billed.
- l) All groups or organizations using district facilities must provide adequate adult supervision (age 21 or over).
- m) The group or organization using the district facilities is responsible for the conduct of all persons in attendance.

3) The Following Regulations Shall Be Followed:

- a) Smoking or alcoholic beverages shall not be allowed in/on any district premises.
- b) School district equipment and supplies shall not be removed from any district property.
- c) Facilities are unavailable when school is not in session.
- d) Requests to use gymnasiums and athletic facilities will be made on a seasonal basis (i.e., fall, winter, spring, etc), not to exceed 4 consecutive months (16 weeks), after WIAA and other school activities are scheduled. Any space remaining after the seasonal scheduling meeting will be awarded on a first-come basis.
- e) The district also reserves the right to cancel or revoke any facility use permit at any time for good cause. In the event of such cancellation or revocation, there shall be no claim or rights to damage or compensation on account of any loss, damage, or expense whatsoever endured by the applicant as a result of such cancellation.
- f) Priority shall be given to Group I followed by Group II users.
- g) Animals, except seeing-eye dogs, are not allowed on artificial surfaces such as turf, tennis courts, and playgrounds.
- h) Use that subjects the grounds to undue damage or wear or which creates a hazard or unreasonable restriction of use by others will not be allowed. Continued use of a field by an organization will be dependent of said organization leaving a field clean and in good order when they have completed the activity. Animal waste must be properly disposed of.
- i) All markings and pre-game preparations will be the responsibility of the organization scheduled for use. Field lining and marking must be pre-approved by the school's athletic office.
- j) The use of baseball diamonds, track, or other athletic turf fields for golf practice, flying motorized airplanes, operating vehicles, skateboards, motorized scooters or exercising animals is prohibited.
- k) The district is NOT required to make district-owned computers, audiovisual, technical, or other special equipment available. In the event that the use of such equipment is authorized, the user must comply with all district requirements relative to providing a knowledgeable district approved operator present. Any damage to the equipment will be repaired at the user's cost. A district approved operator/technician may be assigned at the discretion of the district and the cost will be charged to the user.

STANWOOD-CAMANO SCHOOL DISTRICT RENTAL GROUPS

Group I - District Sponsored Events and School Partner Non-Profit Groups:

District sponsored events occurring outside the normal school day and non-profit groups partnered with the Stanwood- Camano School District whose purpose is to support the mission of the Stanwood-Camano School District, i.e., PTA's, Booster Clubs, and Patrons of Academic Learning (PALS), no facility fee shall be charged. Under certain circumstances involving significant use of utilities (such as weekends), excessive clean-up, or extensive use of the stadium lighting as determined by the district, the district reserves the right to assess fees according to the established fees.

Group II - Non-Profit Groups Serving Youth, Non-Profit Organizations Conducting Community Education or Community Service and Public Entities:

Non-profit groups serving youth must have open enrollment and open participation of all ability levels with at least 80% of the youth living within the boundaries of Stanwood-Camano School District, i.e. scouting organizations, 4H groups, SCJAA, recreational soccer leagues, recreational little leagues, etc. Special events (beyond regular league play) charging donations, entry fees, admission fees, etc. may be charged Group III user fees at the discretion of the District. This does not apply to the sale of concessions.

Group III – Select Non-Profit Groups Serving Youth, Non-Profit Organizations, and Individual Users:

Non-profit groups serving youth who do not have open participation of all ability levels with at least 80% of the youth living within the boundaries of the Stanwood-Camano School District, i.e. AAU, SWISH, select soccer clubs, etc. and all other non-profit and individual user groups, i.e., churches, craft shows, meeting space, adult sports, etc.

Group IV – Commercial or For-Profit Organizations:

Includes all commercial and/or for-profit promotional activities i.e., daycares.
When 100% of profits go back to the school district Group I rates will apply.

INSURANCE REQUIREMENTS

Stanwood-Camano School District Policy #4260 Use of School Facilities, requires that all applicants for use of school district facilities maintain accident and liability insurance for persons using district facilities under the applicant's sponsorship in an amount not less than \$500,000 due to bodily injury or death of one person or at least \$1,000,000 due to bodily injury or death of two or more persons in any incident. Proof of such insurance in the form of an Additional Insured Certificate is required before the Facilities Use Agreement can be approved.

An Additional Insured Certificate naming Stanwood-Camano School District No. 401 as an additional insured can be obtained through your insurance provider. If you are an individual applying for use of district facilities, you can obtain the necessary certificate through your homeowner's insurance provider.

Please include the Additional Insured Certificate with your completed Facilities Use Agreement.

STANWOOD-CAMANO SCHOOL DISTRICT #401

COMPLIANCE STATEMENT FOR

CONCUSSION, HEAD INJURY AND SUDDEN CARDIAC ARREST AWARENESS

The undersigned office of _____, a non-profit Organization; hereby acknowledges that the organization has reviewed with all coaches, athletes and their parent/guardian the Sudden Cardiac Arrest Awareness as prescribed by SB 5083, section 3 and Engrossed House Bill 1824 which has been codified in RCW 4.24.660 and RCW 28A.600 relating to management of concussions and head injuries in youth sports. The undersigned further agrees to comply with the rules identified in the bill as follows:

- 1. An annual concussion and head injury information sheet shall be signed by the athlete and parent/guardian and kept on file by the non-profit organization. If an athlete plays for multiple organizations, an information sheet shall be filled out for each organization.
- 2. Athletes with a suspected head injury or concussion shall be removed from play at that time.
- 3. An athlete who has been removed from play shall not return to play until he/she has been evaluated and released by a licensed healthcare provider.

_____ Signature

_____ Printed Name

_____ Name of Organization

Agreement for Activities or Events on Stanwood-Camano School District Property During a COVID-Restricted School Year

Current COVID Restrictions/Requirements: [K-12 School Requirements](#)

MAKE A COPY OF THIS FORM

Introduction, Explanation and Requirements

- School Districts within Washington State are under a mandate from the Governor and OSPI to prioritize having schools open 5 days a week with full days of instruction (instruction being the priority)
- Districts have rules and guidance from the Department of Health that direct HOW we open our facilities and WHAT we must have in place while we are open (masking, distancing, cohorting, one-way hallway traffic ventilation, using outdoor spaces, night-time cleaning, etc.)
- The [K-12 School Requirements 2021-2022](#) outline what schools must do if/when they have **school district sponsored** or **non-schools district sponsored** activities, athletics, performances, field trips, gatherings etc. **These requirements must be in place and met by any group utilizing school district property or facilities.**

Instructions

Please complete the following request form and submit it to the school principal for review. Principals will review each request for completeness, accuracy and reasonableness. Requests that meet these criteria will be forwarded to the Superintendent for approval through cabinet and the district level COVID response team. No activities, events, performances or rental agreements will be entered into without approval using this process.

Read and review all [K-12 School Requirements 2021-2022](#) that relate to your event.

By signing below, requestor is attesting to having read, reviewed and agree to comply with all K-12 School Requirements while on district property

Signature of Requestor

Date