

SEASIDE SCHOOL DISTRICT 10 FACILITY RENTAL AGREEMENT CONTRACT

TERMS REGARDING FACILITY RENTALS

- 1. Indemnification:** In consideration for use of the Seaside School District's ("District") property, **Renter agrees to hold harmless, waive, release, indemnify, defend, and discharge the District from all liability and claims arising from Renter's use of the District's property. Renter agrees to these actions to the fullest extent allowed by law, which includes liability and claims arising from the District's negligent acts.** "District" 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). **Renter 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.**
- 2. Insurance:** Renter shall furnish a Certificate of Insurance naming Seaside School District 10 as an additional insured. Should the Certificate of Insurance be cancelled before the expiration date thereof, the Renter will notify the District within 24 hours of cancellation of insurance.
LIABILITY INSURANCE CLAUSE: The Renter agrees at all times during the term hereof, at their own expense, to maintain, keep in effect, furnish and deliver to the District liability insurance policies in form and with an insurer satisfactory to the District, insuring both the District and the Renter against all liability for damages to person or property in or about said rented premises; the amount of said liability insurance shall not be less than \$1,000,000.00 on single occurrence and \$2,000,000.00 on aggregate for injuries/incidents arising out of any accident or property damage. Renter agrees to and shall indemnify and hold the District harmless against any and all claims and demands arising from the negligence of the Renter, their officers, agents, invitees and/or employees, as well as those arising from Renter's failure to comply with any covenant of this rental agreement on their part to be performed, and shall at their own expense defend the District against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.
- 3. Cancellation:** The Renter shall notify both the school building Administrator and the District Business Manager of any cancellation of a previously scheduled reservation at least five (5) working days prior to the scheduled use. All cancellations must be submitted in writing. Failure to do so may result in the District invoicing Renter for lost revenue and expenses incurred in preparation for use of the facility requested.

The District reserves the right to cancel and/or modify any reservation for good cause, as deemed by the District Superintendent. In the event of cancellation, there shall be no claim or right to damages or compensation resulting from any loss, damage, or expense whatsoever incurred by the Renter as a result of such cancellation.

It must be understood that the use of any facility is automatically cancelled when the facilities have been closed by District authorities due to local, state or natural disasters or emergencies including, but not limited to earthquake, fire, flood, weather, and power or other mechanical failures.
- 4. District's Policies:** Renter agrees that the school property will be used in accordance with Seaside School District rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.
- 5. Repairs, Maintenance, and Cleanup:** At Renter's sole expense, Renter shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, Renter agrees to repair, replace, or compensate the District for any cleanup required. Renter agrees to reimburse the District for damage to the District's property that is caused by Renter and Renter's members, employees, agents, contractors, suppliers, or guests. Upon Renter's completion of use of the District's property, the Renter shall leave the property in the same or better condition as received.
- 6. Deposit:** The District reserves the right to ask for a deposit as a condition of rental in order to offset potential costs that may result as a consequence of the use of District equipment or facilities. Any District costs generated by the approved rental would be subtracted from the deposit and the balance, if any, would be returned to the Renter. If costs in excess of the deposit are incurred, the Renter is responsible for their payment.
- 7. Renter's Property:** The District will not be responsible for the belongings of the Renter and/or participants. The District is not liable for damages, lost or stolen items, and/or vandalism that may occur during the facility usage.

8. **Bloodborne Pathogens:** Renter agrees to adhere to the federal and State OSHA standards pertaining to bloodborne pathogens and any necessary cleanup of blood or other body fluids.
9. **Occupancy:** The Renter agrees to comply with all State laws and State Fire Marshall regulations regarding occupancy. This rental agreement will be cancelled immediately if the Renter violates State Fire Marshall regulations regarding maximum occupancy of the structure. Maximum occupancy signs are posted in each building. Additionally, the Renter will confine all activities to the areas approved in this Agreement.
10. **Right of Entry:** The District retains the right to enter District property at all times during the life of this Agreement, including the property being used by Renter under this Agreement.
11. **District Representative:** At the District's discretion, a representative may be assigned for general supervision purposes. The representative is authorized to see that all facilities are properly used. They will not be expected to do the Renter's work (such as dishwashing, cleaning, serving, cooking, crowd control, etc.). The costs associated with supervising will be the responsibility of the Renter.
12. **Anti-Discrimination Policy:** The Seaside School District recognizes the diversity and worth of all individuals and groups in our society. It is the policy of the Seaside School District that there will be no discrimination or harassment of individuals or groups based on race, color, creed, religion, gender, sexual orientation, gender identity, gender expression, national origin, marital status, age, veteran or military status, genetic information, disability, or use of a service animal by a person with a disability in any educational programs, activities or employment. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy. Title IX (Equitable Access) & American Disabilities Act Contact: Justine Hill, Business Manager, (503)738-5591.
13. **Modification:** The terms of rental are non-negotiable. No agent of the District has the authority to accept this facility rental agreement in any modified form.
14. **Procedure:** The following procedure will be adhered to by Renters using the District facilities.
 - a. Permission must be obtained at least two (2) weeks in advance of event. Facility Rental Agreement must be secured and agreement form(s) signed by: Renter, the building administrator(s) of the school(s), Athletic Director (for gyms/fields), and District Representative.
 - b. Arrange with the building Administrator(s) and/or his/her designee for time to open facilities or for keys to be checked in/out.
 - c. No activity is to be planned which will involve use of the facility after midnight, except authorized overnight events.
 - d. If kitchen facilities are requested, the Renter must agree to pay the wages of one (1) District authorized employee, to supervise operation and supervise clean up of the kitchen (see appendix A).
 - e. Renter will not tamper with or enter the mechanical room(s) or use electric boxes. Custodial supplies and equipment are not to be used except upon permission of the custodian in charge of the facilities.
 - f. Rental fees shall be paid to Seaside School District 10, in accordance with the Board ordered fee schedule.

SUMMARY OF HOURLY RATE SCHEDULE (1 hour minimum billed for all uses)*

*For comprehensive and complete rate information, including for camps, please reference Seaside School District Board policy KG-AR; all Board policies can be found on the Seaside School District website, www.seaside.k12.or.us.

Area	Non-Profit	For-Profit
Gymnasium, High School/Middle School, each	\$10.00	\$50.00
Gymnasium, Elementary Schools	\$5.00	\$50.00
Cafeteria, High School/Middle School/Heights	\$5.00	\$50.00
Cafeteria, Gearhart	\$2.50	\$50.00
Classroom, all schools, each	\$1.00	\$16.00
Library, all schools	\$1.00	\$16.00

Site Access/District Security Fees
In addition to the hourly rate, staff coverage may be required for Site Access/District Security; fees are billed on an hourly basis. This fee includes unlocking/locking, operating utilities and routine cleanup ONLY. There may be additional personnel fees for kitchen use/supervisory needs.

FACILITY CONTACT INFORMATION:

Seaside School District Office – Address: 1801 S. Franklin Street, Seaside, OR 97138. Phone: (503)738-5591, Fax: (503)738-3471
Seaside High School – Address: 1901 N. Holladay, Seaside, OR 97138. Phone: (503)738-5586, Fax: (503)738-5589
Broadway Middle School – Address: 1120 Broadway, Seaside, OR 97138. Phone: (503)738-5560, Fax: (503)738-3900
Seaside Heights Elementary – Address: 2000 Spruce Drive, Seaside, OR 97138. Phone: (503)738-5161, Fax: (503)738-7303
Gearhart Elementary – Address: 1002 Pacific Way, Gearhart, OR 97138. Phone: (503)738-8348, Fax: (503)738-8349

**SEASIDE SCHOOL DISTRICT 10
FACILITY RENTAL AGREEMENT**

1) Organization making request ("Renter") _____
 Contact _____ 501(c)3 Yes No
 Mailing address _____
 Phone number _____ Email _____

- 2) Facility Requested
- | | |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Seaside High School | <input type="checkbox"/> Gym(s) (SHS <input type="checkbox"/> Lwr/ <input type="checkbox"/> Up; BMS <input type="checkbox"/> #1/ <input type="checkbox"/> #2) |
| <input type="checkbox"/> Broadway Middle School | <input type="checkbox"/> Wrestling Room |
| <input type="checkbox"/> Heights Elementary | <input type="checkbox"/> Showers |
| <input type="checkbox"/> Gearhart Elementary | <input type="checkbox"/> Library |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Classroom (Room #'s _____ and/or quantity _____) |
| | <input type="checkbox"/> Cafeteria |
| | <input type="checkbox"/> Kitchen (requires appendix A) |
| | <input type="checkbox"/> Other _____ |

3) Event Name _____

4) Date(s) of activity From _____ To _____

5) Hour(s) of activity

(Monday) From _____ am/pm	To _____ am/pm
(Tuesday) From _____ am/pm	To _____ am/pm
(Wednesday) From _____ am/pm	To _____ am/pm
(Thursday) From _____ am/pm	To _____ am/pm
(Friday) From _____ am/pm	To _____ am/pm
(Saturday) From _____ am/pm	To _____ am/pm
(Sunday) From _____ am/pm	To _____ am/pm

Total hours of occupancy: _____

6) Is this use exclusively for In-District school student activity? Yes No

7) Type of Activity (check all that apply and/or write in) _____
 Overnight activity Practice Non-Profit Camp (Type #____) For-Profit Camp (Type #____)

8) Other instructions/equipment needed _____

9) LIABILITY CARRIER _____ ATTACHED: Yes No, will be provided by event
A CERTIFICATE OF LIABILITY INSURANCE MUST BE PROVIDED PRIOR TO USE OF THE FACILITY

The Renter agrees to follow the attached District guidelines, rules and regulations. The Renter has read the policies and accepts all terms, fees and conditions set forth in this agreement. The Renter making the request affirms by signature of Renter's Authorized Representative that it will assume any expense or fees. The District reserves the right to cancel and/or modify any reservation without claim or right to damages or compensation resulting from any loss, damage, or expense whatsoever incurred by the Renter as a result of such cancellation/modifications. *At the District's discretion, additional fees may be accessed to compensate District for expenses incurred beyond the scope of the basic hourly rate, including, but not limited to, additional custodial time, kitchen usage, and damages.

Please pay fees to: Seaside School District 10
1801 S. Franklin Street, Seaside, Oregon 97138

Signature of Renter's Authorized Representative Date

For office use - Approvals: _____ Building Administrator Date _____ Athletic Director (gym/field use) Date _____ District Representative Date	Comments:
	<input type="checkbox"/> District event/sponsored
	Invoice # _____ Amount*
Site Access/District Security: Staff assigned/hours confirmed _____	

COPY FOR: Renter, District Files, Building Administrator, Custodian

DISTRICT 10
Appendix A – Kitchen Usage

Is use of a kitchen being requested? Yes (complete this form) No

Organization making request ("Renter") _____

Hour(s) of **KITCHEN** activity:

(Monday) From _____ am/pm To _____ am/pm
 (Tuesday) From _____ am/pm To _____ am/pm
 (Wednesday) From _____ am/pm To _____ am/pm
 (Thursday) From _____ am/pm To _____ am/pm
 (Friday) From _____ am/pm To _____ am/pm
 (Saturday) From _____ am/pm To _____ am/pm
 (Sunday) From _____ am/pm To _____ am/pm

1. All food will be handled in accordance with Oregon Administrative Rules (OAR).
2. It is required that an authorized School District employee will be present, for supervisory purposes only, during the activity. This requires an additional fee. A waiver of this fee may apply if a School District administrator and/or designee is on-site providing supervision.
3. All consumable supplies (i.e. napkins, paper plates, condiments.) are owned by Chartwells Food Service Management Company. Because the use of these supplies is restricted, the walk-in freezer, cooler, and store room will be restricted from use and kept locked. A fee will be assessed if any such items are missing.
4. Any utensils and equipment used should be treated with care and properly used. After usage, they should be cleaned, dried, and put back in their original location.
5. Absolutely no food or containers are to be left in the facility area without prior permission. Any such unauthorized items will be deemed trash and discarded.
6. Dish towels are not provided.
7. There is to be no food or residue left on counters, stovetop, oven, sink or floor.
8. Please clean stovetop, wipe down the oven and wash all surface counter areas.
9. All trash must be disposed in trash receptacles. Only fill receptacles half-full so they are not excessively heavy.
10. Please read and follow all signs posted in the kitchen and observe location of fire extinguisher.
11. The School District is not responsible for any liability, including illness, incurred as a result of the use of these facilities. A Certificate of Insurance liability waiver must be provided.
12. When finished, please make sure the kitchen is clean and in orderly condition. If the facility area is not left in the same or similar condition, additional fees may be assessed.

I agree that I have read and understand all responsibilities for Kitchen usage and that it is my responsibility to make sure that my organization also understands these responsibilities.

Signature of Renter's Authorized Representative

Date

Check-in/check-out staff member _____

Comments: _____

Building Administrator

Date

COPY FOR: Renter, District Files, Building Administrator, Custodian