

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 Office 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 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: Jenny Risner, Director of Special Services, (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. If applicable, pick up key as instructed.
 - c. No activity is to be planned which will involve use of the facility after midnight, except authorized overnight events.
 - d. 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.
 - e. The renter must contact the School District Office not less than 5 working days before event if cancellation is necessary.
 - 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 information please reference Seaside School District Board policy KG: Community Use of District Facilities and KG-AR: Community Use of District Facilities; all Board policies can be found on the Seaside School District website, www.seaside.k12.or.us.

Area	A/School Partner	B/Non-Profit	C/Others
Gymnasium	No fee	\$20.00/hr.	\$40.00/hr.
Cafeteria	No fee	\$15.00/hr.	\$30.00/hr.
Classroom	No fee	\$5.00/hr.	\$10.00/hr.
Library	No fee	\$10.00/hr.	\$20.00/hr.
Wrestling Room	No fee	\$10.00/hr.	\$20.00/hr.
Concessions	No fee	\$10.00/hr.	\$20.00/hr.
Kitchen	No fee	\$15.00/hr.	\$30.00/hr.

Site Access/District Security Fees

In addition to the hourly rate, staff coverage may be required for Site Access/District Security; fees will be 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.

USER CLASSIFICATION DEFINITIONS (as per Seaside School District Policy KG: Community Use of District Facilities)

- **Class A/School Partner:** Public schools and organizations directly cooperating/partnering with the district to implement or provide programs primarily for the benefit of school-age youth.
- **Class B/Non-Profit:** Government, education and nonprofit organizations recognized under Section 501(c) of the Internal Revenue Service code.
- **Class C/Commercial/Individual:** All other users; including businesses or commercial organizations, community groups which are not necessarily devoted to education or charitable activities, and individuals.

FACILITY CONTACT INFORMATION:

Seaside School District Office – Address: 2600 Spruce Drive, Suite 100, Seaside, OR 97138. Phone: (503)738-5591, Fax: (503)738-3471
Seaside High School – Address: 2600 Spruce Drive, Suite 200, Seaside, OR 97138. Phone: (503)738-5586, Fax: (503)738-5589
Seaside Middle School – Address: 2600 Spruce Drive, Suite 200, Seaside, OR 97138. Phone: (503)738-5586, Fax: (503)738-5589
Pacific Ridge Elementary – Address: 2000 Spruce Drive, Seaside, OR 97138. Phone: (503)738-5161, Fax: (503)738-7303

