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### **Procedures for Use of School Facilities**

Applications for use of school facilities shall be made to the building principal. Contact the building principal and complete an application that includes the hold harmless statement.

1. Provide proof of insurance.
2. The building principal will consider the application and intended use for appropriateness to district guidelines. He/she will consult with the district facilities use coordinator weekly to determine possible conflicts. Long-term rentals over five (5) consecutive days must be approved by the superintendent.
3. Upon approval, the building principal will calculate estimated fees, notify the facility renter and send a copy of the "Application for Use of School Facility" form to the district office. NOTE: After usage, users will be billed for rental fees.

For rental rate purposes, organizations seeking the use of school facilities have been divided into three categories:

**1. Youth Related Groups: (Schedule A)**

Includes those organizations whose main purpose is to promote the welfare of boys and girls or to improve the quality of life in the community. Examples are: Boys Scouts, Campfire Girls, PTA and service clubs. No fee shall be charged provided that additional staff is not employed to supervise or clean the facilities. There will be a charge for custodial overtime for rentals that occur outside the normal custodial staffing hours.

**2. Community and/or Non-profit Groups (Schedule B)**

Include those organizations who might wish to use school facilities for lectures, non-community recreation activities, promotional activities, political rallies, entertainment, college courses or other activities for which public halls or commercial facilities generally are rented. The district shall charge a rental rate for excess costs incurred, except that such excess charges may be waived when a service club or other non-profit group is raising funds for charitable purposes. Similar treatment may be granted public colleges and universities when offering college courses for staff members at the request of the district. When admission is charged, the district will collect five percent of the proceeds in addition to the applicable rental fee.

### **3. Commercial Enterprises (Schedule C)**

Includes profit-making organizations and business-related enterprises. While the district would prefer organizations to use commercial or private facilities, facilities may be rented at the established district fee schedule. When admission is charged, the district will collect five percent of the proceeds in addition to the applicable rental fee.

#### ***General Conditions***

1. Information and applications for use of school facilities shall be made to building principals.
2. The principal and district office shall determine and approve all fees for use of district facilities. The fee shall be the additional direct cost to the school district and shall be reviewed periodically by the superintendent and changed relative to the local market for rental of like-kind facilities.
3. Sponsoring organizations shall provide sufficient competent adult and/or special supervision, and the amount of adequate supervision shall be agreed upon at the time the authorization is issued.
4. Alcoholic beverages, narcotics, drugs, and use of tobacco shall not be permitted in school facilities or on school property at any time. Possession of weapons shall not be permitted in school facilities or on school property at any time unless such use qualifies under the exemptions listed in RCW 9.41.280.
5. All applicants for use of district facilities shall hold the Lynden School 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 district facilities. Also, in the event that property loss or damage is incurred during such use or occupancy of district facilities, the amount of damage shall be determined by the Superintendent and a bill for damages shall be presented to the group using or occupying the facilities during the time the loss or damage was sustained. Proof of insurance must be provided prior to the use of school facilities and the insurance certificate must name Lynden School District and its employees as additional insured.
6. The principal and superintendent possess the authority to make the final decision for use of school facilities by a group. However, the group may appeal such decision to the Board of Directors.
7. Summer use of any facility may be restricted or denied in order to provide maintenance and cleaning of facilities.

***Specific Conditions***

1. The renter or user agrees to take full responsibility for:
  - a) Payment of all usage and staff fees when applicable in a timely manner. Failure to pay fees may be cause for denial of future use requests.
  - b) The conduct of all people admitted.
  - c) Adequate supervision at all times such facilities are in use.
  - d) Any infraction of the contract rules or this board policy.
  - e) The payment for damages which occur as a result of the use of the school facilities.
  - f) The employment of a law enforcement officer(s) if facilities are to be used for a dance or other kinds of activities where crowd control is a major concern.
2. Auditorium users must employ one or more members of the stage crew as needed to operate special equipment and lighting. If only normal overhead lights and a preset public address system are needed, this requirement may be waived. Arrangements are to be made with the stage supervisor.
3. Shop and laboratory facilities normally will be rented only for instructional purposes to a bona fide educational institution.
4. The school district will not assume responsibility for items left on the premises by the renter or user.
5. In the event that property loss or damage is incurred during a particular occupancy or use, the amount of damages shall be determined by the principal and a bill presented to the responsible group. If a user of district facilities does not pay all rental fees or assessments for damage, use of the facility will be denied until these debts are cleared. In certain circumstances, the user may be denied further use of facilities on a permanent basis.
- 6 Proper footwear must be worn on appropriate surfaces as specified by district staff.
- 7 The application of materials to walls, ceilings, or floors is prohibited unless approved in advance.

***Procedures for Renter or User***

1. Contact the building principal and complete an application.
2. Provide proof of insurance.

Lynden School District No. 504  
BOARD POLICY

No. 4260P

3. The building principal will consider the application and intended use for appropriateness to district guidelines. He/she will consult with the superintendent before approving long-term rentals over five (5) consecutive days.
4. Upon approval, the building principal will calculate estimated fees, notify the facility renter, and send a copy of the "Application for Use of School Facility" form to the district office. NOTE: After usage, users will be billed for rental fees.

<b>BASE RENTAL FEES</b> (Fees are for the first four hours except as noted.)			
Facility	Schedule A	Schedule B	Schedule C
Auditorium	Custodial Costs Only	\$75.00	\$200.00
Cafeteria, K-8 (without kitchen)	Custodial Costs Only	\$50.00	\$75.00
Cafeteria, K-8 (with kitchen)	Custodial Costs Only	\$70.00	\$95.00
Cafeteria, LHS (without kitchen)	Custodial Costs Only	\$60.00	\$85.00
Cafeteria, LHS (with kitchen)	Custodial Costs Only	\$75.00	\$100.00
Classroom, Conference Rooms (per day)	Custodial Costs Only	\$30.00	\$40.00
Football Field or Track (without lights)	Custodial Costs Only	\$150.00	\$250.00
Football Field or Track lights hourly rate		\$12.00	\$12.00
Gymnasiums (K-8)	Custodial Costs Only	\$40.00	\$50.00
Hourly Rate	Custodial Costs Only	15.00	25.00
Four-Hour block by the same group or team	Custodial Costs Only	30.00	40.00
Full day use rate	Custodial Costs Only	60.00	80.00
Gymnasium (LHS), court only	Custodial Costs Only	\$40.00 (per court)	Not available
Gymnasium (LHS), full facility	Custodial Costs Only	\$110.00	\$250.00
Specialty rooms (Ag Shop, Computer Room, Library, Music Room, Weight Room, Woodshop, Wrestling Room)	Custodial Costs Only	\$40.00	\$50.00
<b>ADDITIONAL CHARGES</b>			
<p>The following is charged in addition to the base rental fee:</p> <ol style="list-style-type: none"> <li>1. There is a \$10 per hour fee for each additional hour after the first four hours on Schedule B and \$15 each additional hour after the first four hours on Schedule C.</li> <li>2. Custodial overtime for rentals that occur outside the normal custodial staffing hours. Custodial overtime is a minimum of two hours and charged prevailing wage rate in effect on the day of the rental.</li> <li>3. If the district provides staff to run sound and/or lights, there will be a \$20 per hour per person charge.</li> <li>4. If a kitchen is used, a district kitchen staff member must be hired at the prevailing wage rate in effect on the day of the rental.</li> <li>5. A charge of \$25.00 per dumpster will be assessed for garbage disposal.</li> <li>6. If the District is required to provide supervisors, their time will be charged at \$30.00 per hour.</li> <li>7. When admission is charged, the district will collect five percent of the proceeds in addition to the applicable rental fees.</li> </ol>			

Revised: June 26, 2002  
 Revised: August 23, 2006  
 Revised: October 26, 2006  
 Revised: July 30, 2015

**Lynden School District #504**  
**1203 Bradley Road, Lynden WA 98264**

**APPLICATION FOR PERMISSION TO USE OR RENT DISTRICT FACILITIES**

Name of Organization \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address of Organization: \_\_\_\_\_

Name and Address of Adult Responsible: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Number of Teams/Participants \_\_\_\_\_ P.M Phone \_\_\_\_\_

Facility

(School) \_\_\_\_\_

Building, Room, Etc.: \_\_\_\_\_

Dates of Use: \_\_\_\_\_ Hours \_\_\_\_\_ to \_\_\_\_\_

Purpose: \_\_\_\_\_

Anticipated Attendance: \_\_\_\_\_

Admission Charge: \_\_\_\_\_ Yes \_\_\_\_\_ No Amount \_\_\_\_\_

Special Needs: \_\_\_\_\_

**AGREEMENT AND INSURANCE**

The person or organization entering into this agreement with the Lynden School District for the use of facilities or equipment described above certifies that the information given in this application is current. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations. The applicant further agrees to reimburse the Lynden School district for any damage arising from the applicant's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to district authorities immediately.

All rental applications are required to provide proof of general liability coverage of no less than \$1 million dollars per occurrence. Lynden School District must be named as additionally insured on said policy. Coverage cannot be cancelled or reduced without thirty (30) days written notice to the district. (initial-copy of insurance attached).

\_\_\_\_\_(initial) **The applicant agrees to fully comply 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 chapter 28A.600 RCW if applicable. Access to school facilities may not be granted until all requirements are complete and approved by Lynden School District &/or designee.**

The applicant agrees that the Lynden School district and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the Lynden school district and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the Lynden School District. Lynden School District staff must be present during rental.

Base Rental Fee -  $\sqrt$  one (see attached Base Rental Fees Schedule)

Schedule: <u>  </u> A <u>  </u> B <u>  </u> C	\$ _____	Kitchen staff time @ \$17/hr	\$ _____
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Custodial overtime @ \$34/hr.	\$ _____	Kitchen OT staff @ \$26/hr	\$ _____
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Sunday custodial O.T. @ \$45/hr.	\$ _____	Sunday kitchen staff OT @ \$35/hr.	\$ _____
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Auditorium Sound/Light @ \$20/hr.	\$ _____	Other:	\$ _____
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TOTAL:	\$ _____
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\_\_\_\_\_  
Signature of Applicant (must be 18 years or older to apply for facility rental)

\_\_\_\_\_  
Date

# LYNDEN SCHOOL DISTRICT – FACILITY USE AGREEMENT

## RULES AND REGULATIONS

- Applicant/organization is responsible for the safety and conduct of its participants and spectators.
- **All non-profit youth sports group, verifies all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussion and head injuries as prescribed by HB 1824, section 2.**
- Satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities.
- All events will be required to meet the occupancy load and fire and safety regulations of the City of Lynden and the State of Washington.
- Use of alcohol, tobacco, and /or drugs is prohibited. Profane language and/or other objectionable conduct may results in barred use of facilities.
- Firearms or other dangerous weapons area prohibited on school grounds as defined by law.
- Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
- Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
- Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on wall and floors, etc.
- District-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the district has been grants. **Groups or individuals cannot use district-owned expendable supplies.**
- Applicants are responsible for special set-up requirements and clean up unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event.
- Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
- The applicant/organization shall not practice discrimination of any kind.
- Cancellations by applicants require at least a 24 hour notice. Otherwise, related actual costs shall be borne by the applicant.
- Facility use is cancelled when facility/building is closed due to an emergency.
- The district reserves the right to refuse or revoke any authorization issued for the use of a school building or grounds, and if rental has been paid, to refund such rental less expense incurred by the district in connection therewith.
- No unsupervised children/students allowed during a rental. (i.e- sibling of a player at a team practice).

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### FOR DISTRICT USE ONLY

Approved  Disapproved

Category :  A  B  C

Single Event  School Year  Summer  Days  Evenings  Saturday  Sunday & Holiday

Certificate of Insurance  Requested  Received

Signature of Building Administrator \_\_\_\_\_ Date \_\_\_\_\_

Excerpt from Board Policy No. 4260P

***BASE RENTAL FEES CATEGORIES For rental rate purposes, organizations seeking the use of school facilities have been divided into three categories:***

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**Custodial Hours Worked**

<b>Date</b>	<b>Custodian Signature</b>	<b># of Hours – Note whether RT or OT</b>

**KITCHEN HOURS WORKED**

<b>Date</b>	<b>Signature of Kitchen Staff Member</b>	<b># of Hours – Note whether RT or OT</b>

**SOUND/LIGHT STAFF HOURS WORKED**

<b>Date</b>	<b>Signature of Sound/Light Staff Member</b>	<b># of Hours</b>

LYNDEN SCHOOL DISTRICT

Compliance Statement for HB 1824, **Youth Sports-Head Injury Polices**  
and SB 5083, **Sudden Cardiac Arrest Awareness.**

(Attach to any building/facility use request form)

\_\_\_\_\_ requests the use of the Lynden School District facilities for the following dates:

\_\_\_\_\_, a private non-profit youth sports group, verifies all coaches, athletes and their parent/guardian have complied with mandated policies for, the **Management of Concussions and Head Injuries** as prescribed by HB 1824, section 2 and **Sudden Cardiac Arrest Awareness** as prescribed by SB 5083, section 3.

Attached is a proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State covering any injury or damage with at least \$50,000 due to bodily injury or death or one person and at least \$100,000 due to bodily injury or death to two or more persons.

Signed:

\_\_\_\_\_  
Representative of Private Non-Private Youth Sports Group

\_\_\_\_\_(Date)

\*Note: Access to school facilities may not be granted until all requirements of this application are complete and approved by the school district &/or designee.

7/30/15