

THIS FACILITIES USAGE AGREEMENT (“Agreement”) is entered into **this** _____ **day of** _____, _____ by and between WALLA WALLA PUBLIC SCHOOLS (“District”) and the USING PARTY identified below. Throughout this Agreement, the term “USING PARTY” includes, but is not limited to, USING PARTY’S employees, agents, representatives, participants, volunteers, servants, members, spectators, invitees, licensees and guests.

1. PARAMETERS OF USE. Use of District facilities shall be limited to the following:

Organization Name: _____

Organization Contact Name & Title : _____

Organization Billing Address : _____

Organization Contact Email : _____

Organization Contact Phone & Cell Phone : _____

Organization Purpose and/or Goals: _____

Group A: Activities by a school support organization.
 (School support organizations must be recognized by the principal or superintendent, such as Boosters or PTSA.)

Group B: Youth groups and organizations conducting a community educational activity (**open to all at no fee**).

Group C: Local non-profit groups and organizations. Will you be charging admission or asking for donations? Yes No

Group D: Commercial, profit making organizations.

Activity Type (Physical activity, meeting, class): _____

USING PARTY shall complete a Schedule Detail and Rules for Facilities Usage form as part of its request to use District facilities/room(s). The Schedule Detail and Rules for Facilities Usage form shall include the event contact names and phone numbers, specific dates, and start/end times for each event. If the USING PARTY’S activity type AND/OR group type changes, a new Facilities Usage Agreement must be completed and agreed to by the District, PRIOR to first use. All Facilities Usage Agreements may be renewed, at the District’s discretion, by August 31st each year or prior to the first use for each school year.

- 1.1.** USING PARTY shall use District facility/room(s) only during times allotted on the Schedule Detail and Rules for Facilities Usage form. If additional times are desired, USING PARTY shall request additional time from the District’s Event Coordinator via email or mail. USING PARTY shall complete use of the District facility/room(s) by the time set forth on the Schedule Detail and Rules for Facilities Usage form, unless specific written permission has been granted by the District’s Event Coordinator and noted on a separate Schedule Detail and Rules for Facilities Usage form.
- 1.2.** USING PARTY and the District shall complete a Schedule Detail and Rules for Facilities Usage form PRIOR to first use. USING PARTY must retain an approved, signed copy of the attached Schedule Detail and Rules for Facilities Usage form and/or final activation email and rules with them at all times during use of the facility for proof of scheduled approved use.
- 1.3.** It is understood and agreed by USING PARTY that the District shall be entitled to preempt use by USING PARTY and to use its own facilities (identified in the Schedule Detail and Rules for Facilities Usage) for school functions notwithstanding any provision in this Agreement or this Agreement itself.

2. CANCELLATIONS.

- 2.1. For Ongoing Use and/or One Time Use, USING PARTY shall notify the Event Coordinator a minimum of three (3) school business days prior to USING PARTY'S scheduled use any time the USING PARTY will not be using the facility/room(s).
- 2.2. For Ongoing Use, USING PARTY shall immediately notify the Event Coordinator any time USING PARTY will no longer be using the facility/room(s) for all remaining future scheduled ongoing use.
- 2.3. For Ongoing Use, two (2) consecutive missed uses, without notification to the Event Coordinator as required by paragraphs 2.1 and 2.2, shall permit the District to terminate this Agreement.
- 2.4. The District will use email and/or phone calls to notify USING PARTY of cancellations, or changes, made by the District. Email will be the primary form of communication. **USING PARTY is therefore requested to provide a valid email address for communication purposes.**

3. FEES.

- 3.1. Usage fees shall be due at least ten (10) calendar days prior to first usage of the facilities. For "Ongoing Use", monthly invoices will be mailed (electronically when available) on or about the 15th of each month and are due and payable on the 1st day of the following month.
- 3.2. USING PARTY shall pay fees identified in each Schedule Detail and Rules for Facilities Usage form. Final payment shall be made by the USING PARTY at least ten (10) calendar days' prior to usage of the facility by USING PARTY. If such payment is not timely made, the District reserves the right to cancel USING PARTY'S use of the facility and to prohibit further use of District facilities by USING PARTY.

All fee payments required under this Agreement shall be delivered to the address set forth below:

Walla Walla Public Schools
Attn: Business Office
364 S. Park Street
Walla Walla, WA 99201

- 3.3. USING PARTY is responsible for all fees incurred for additional custodial cleanup and any other fees associated with use of the facilities. Invoicing for such fees will occur following the use. Payment is due upon receipt of the invoice.
- 3.4. **GROUP A** Use should be allowed free whenever possible (actual personnel costs will be charged if outside normal hours of business for that location).
GROUP B No facility use base fee shall be charged; however, the costs of custodial and cafeteria personnel and lab costs necessitated by the use shall be paid by the user.
GROUP C A fee for the use of the facilities shall be charged based upon the established schedule. In addition, custodial and other necessary personnel costs shall be included in the user fees. If these groups charge admission, collect an offering or sell merchandise, rental fees as described for Group D shall be charged.
GROUP D These groups shall be charged a fee based upon the comparative rated charged for other local facilities. The fee will need to be determined on a case by case basis by the superintendent or designee.

Staff members are specifically prohibited from the use of school time, school facilities, or vehicles and equipment for the conduct of private business activities, except within the guidelines established for such use by the general public (see above).

4. DAMAGE, INDEMNIFICATION AND INSURANCE.

- 4.1. **Damage.** USING PARTY shall be responsible for and shall immediately pay the cost to repair or replace any real or personal property owned by the District or by a third party that is damaged or destroyed in connection with USING PARTY'S activities under this Agreement.

4.2. Indemnification. USING PARTY agrees to defend, indemnify, and hold the District (“Indemnitee”) and its current and former directors, employees, agents, and representatives, (also, “Indemnitees”), harmless from and against any allegation, claim, demand, suit, cause of action, settlement, judgment, or expense (including attorney fees and all expenses of litigation), (each and all, hereinafter, “Claim”), that may be asserted against any Indemnitee, if a Claim against the Indemnitee relates in any way to USING PARTY’S use of District facilities or equipment or property. This Agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any allegation of fault or responsibility against any Indemnitee. Attorney fees and litigation expenses incurred in successfully enforcing the obligations of this paragraph shall be paid by the USING PARTY.

In the event a Claim is asserted against an Indemnitee by an employee of USING PARTY, USING PARTY hereby knowingly and specifically waives any RCW Title 51 worker’s compensation immunity defenses that otherwise might have been available to it relative to USING PARTY’S defense, indemnity, and hold harmless obligations herein; and the parties hereby acknowledge that, by their authorized signatures below, this waiver of RCW Title 51 immunity has been specifically and mutually negotiated.

Any Indemnitee may bring suit to enforce this paragraph 5.2, in any court of competent jurisdiction, without complying with the dispute resolution and mediation provisions in paragraphs 7 and 8 below.

4.3. Insurance. For the duration of this Agreement, the USING PARTY is is not required to maintain in force at its own expense insurance as follows:

A. Worker’s Compensation insurance in compliance with RCW Title 51.

B. Liability Insurance as follows:

i. A standard “occurrence based” General Comprehensive Liability insurance policy issued by an insurer authorized to do business in Washington providing, without limitation, the following: (a) a combined single limit of not less than \$1,000,000 for bodily injury liability and property damage liability; and (b) contractual liability insurance coverage for the defense, indemnification, and hold harmless promises made by USING PARTY to Indemnitees elsewhere in this Agreement.

ii. With respect to the insurance policy required of USING PARTY by the immediately preceding subparagraph 4.3.B.i , USING PARTY shall: (a) cause the insurer from whom USING PARTY procures such insurance to issue an endorsement to such policy, naming and protecting the District and its current and former directors, employees, agents, and representatives as additional insureds under such policy, for all purposes and claims made against the District or any of them related to or arising from USING PARTY’S usage of District facilities or property hereunder; and (b) USING PARTY shall assure that such policy of insurance shall serve as primary-level insurance coverage with respect to any liability insurance separately procured and maintained by the District, which shall be excess-level insurance.

C. There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days’ written notice to the District.

D. **Before his, her or its first use of the facilities,** USING PARTY is is not required to submit to the District such certifications, endorsements, or other appropriate documents of proof, from USING PARTY’S insurer, establishing to the District’s satisfaction that compliance with USING PARTY’S obligations under this paragraph 4.3 of this Agreement has occurred. The District’s election not to require USING PARTY to submit such documentation (or any portion of it) shall not operate to waive or diminish USING PARTY’S obligations to comply with the insurance provisions of this paragraph 4.3 of this Agreement.

5. TERMINATION/WRITTEN NOTICE. The District may cause this Agreement to terminate immediately, without cause, upon receipt by the USING PARTY of written notice via electronic mail, mail, or personal delivery, to the individual identified below. In the event of a termination by the District, USING PARTY shall have no claim or right to damages as a result of such

termination and USING PARTY shall still be liable for standard usage fees, which may only be waived at the exclusive option of the District. In the event of any such termination by the District, USING PARTY agrees to hold the District harmless and release the District from any and all claims, damages or actions that result or may result, directly or indirectly, from such termination.

6. NO DUAL EMPLOYMENT RELATIONSHIP. Nothing contained in this Agreement shall be construed as creating any form of an employment relationship between the District and USING PARTY or between the District and the employees, agents, or volunteers of USING PARTY. The agents, employees or volunteers of USING PARTY shall not be entitled to any rights or privileges of employment with the District.

7. DISPUTE RESOLUTION. The following procedure shall be utilized for resolution of all disputes regarding this Agreement, with the exception noted in paragraph 4.2 above: (1) USING PARTY and the District Superintendent (or designee) shall meet to resolve the dispute within thirty (30) days' of the event giving rise to the dispute; (2) USING PARTY and the District Superintendent (or designee) may, if they deem it advisable, develop and establish mutually agreed upon rules and procedures to implement, clarify, or in any other manner, carry out the purpose of the intent of this Agreement. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action and damage based on any and all events giving rise to the dispute.

8. MEDIATION. In the event that a dispute regarding the terms, conditions, or breach of this Agreement shall not be resolved by the process described in paragraph 7 above (and assuming that no waiver has occurred by failure to follow the process in paragraph 7), with the exception noted in paragraph 4.2 above, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking judicial resolution (which can only occur as provided for in this Agreement), mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action and damage based on any and all events giving rise to the dispute.

9. MISCELLANEOUS PROVISIONS. The laws of the State of Washington govern this Agreement. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Walla Walla County, Washington. No waiver of any breach of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the District. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable. This Agreement may not be assigned by USING PARTY without written authorization by the District. Likewise, USING PARTY may not assign USING PARTY'S respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the District. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations shall be allowed unless by formal, written, mutual agreement.

10. RULES FOR FACILITIES USAGE AND SCHEDULE DETAIL. This Agreement expressly incorporates, and USING PARTY expressly agrees to abide by, the attached Rules for Facilities Usage and the Schedule Detail (including any revisions to the Schedule Detail and Rules for Facilities Usage).

10.1. USING PARTY shall use the identified rooms of the facility in compliance with all policy, procedures, including but not limited to District Policy No. 4260 and Procedure No. 4260 (available upon request and online at www.wgps.org), rules, federal, state and local regulations for use of District property and facilities. USING PARTY shall not use the identified room(s) of the facility, or any portion thereof, for any illegal, immoral, or hazardous activities.

10.2. USING PARTY shall not possess, use, transmit, or distribute drugs and/or alcohol on District property. USING PARTY is prohibited from use of any tobacco products on District property. USING PARTY shall not possess firearms, knives, other dangerous weapons, or "look alike" guns or other "look alike" weapons on District property.

10.3. No concessions or other items shall be sold on District property, unless approved in writing by the Event Coordinator which may be in the form of a Schedule Detail and Rules for Facilities Usage form.

10.4. USING PARTY shall be responsible to closely supervise the activities of any person, including but not limited to, its employees, agents, representatives, participants, volunteers, servants, members, spectators, invitees, licensees or guests, with responsible adults at all times during USING PARTY'S use of District property. USING PARTY expressly understands, agrees, and acknowledges that the District shall have no obligation whatsoever to supervise

the activities of any person, including but not limited to, USING PARTY'S employees, agents, representatives, participants, volunteers, servants, members, spectators, invitees, licensees or guests, who are in or upon District facilities or property in connection with the use authorized by this Agreement.

- 10.5. USING PARTY shall not use any District personal property, equipment or devices, unless specific permission has been granted in writing in advance by the Event Coordinator, which may be in the form of a Schedule Detail and Rules for Facilities Usage form. Any use of electronic resources must conform to District Acceptable Use Policies.
- 10.6. Where such permission is granted, USING PARTY shall be solely responsible for inspecting all personal property, equipment, and devices prior to usage, and USING PARTY shall be solely responsible for assuring that such personal property, equipment, or devices are in reasonably safe condition and are reasonably appropriate and safe for the USING PARTY'S intended usage.
- 10.7. Prior to using the facilities, USING PARTY is solely responsible for inspecting the District facilities or real property that is or are the subject of this Agreement, to identify any defects, conditions, or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the USING PARTY'S intended usage.
- 10.8. Upon identifying any such unsafe defects conditions, or hazards, USING PARTY shall refrain from using the facilities or real property until the said defects, conditions, or hazards are brought to the attention of the District by the USING PARTY, and are removed, repaired, or otherwise made safe by the District.
- 10.9. USING PARTY is prohibited from engaging in any activity on, under, about, or near stages, equipment rooms, bleachers, or other areas not listed in the Schedule Detail and Rules for Facilities Usage and is prohibited from using District or District students' and/or staffs' equipment or personal items not specified therein.
- 10.10. USING PARTY shall be especially cautious at all times when driving anywhere near facility buildings. USING PARTY shall not drive on the facility playground areas. If loading or unloading to or from a vehicle is necessary at the facility building, USING PARTY shall first obtain permission from, and shall obtain assistance from District custodial staff assigned to the event as to a safe and appropriate location for parking the vehicle during such loading or unloading.
- 10.11. USING PARTY shall not place or display any other sign, notice, picture, placard, or poster without written permission. USING PARTY agrees to promptly remove any materials on the District's request and, in any event, at the expiration or sooner than the termination of this Agreement. USING PARTY shall repair any damage to District property caused by the placement and/or removal. USING PARTY shall not publish or allow to be published any oral or written statements, communications, or advertisements stating, suggesting or implying District or school sanction or sponsorship of any of USING PARTY'S activities. Any advertisement for the USING PARTY'S activities shall conspicuously contain the following language: **"This is not a Walla Walla Public Schools sanctioned or sponsored event/activity."**
- 10.12. USING PARTY is solely responsible for meeting any special event or other permit requirements or other non-permit requirements from entities, including but not limited to law enforcement, fire department, and health department.
- 10.13. At any time during the term of this Agreement, the District shall be entitled to recapture use of the identified room(s) of the facility should the identified room(s) of the facility be needed for District purposes, as required by RCW 28A.335.040. In the event the District intends to recapture the identified room(s) of the facility, the District shall give notice via electronic mail, or by phone to USING PARTY as soon as reasonably possible before USING PARTY'S scheduled event.
- 10.14. Facility use is limited to USING PARTY'S specific time. USING PARTY is expected to start on time and complete use promptly at END TIME.
- 10.15. USING PARTY shall be courteous to other groups using District facilities.
- 10.16. Children SHALL be supervised at all times by USING PARTY.
- 10.17. USING PARTY shall ensure that no street shoes are used on the gymnasium floors at Walla Walla High School.

10.18. USING PARTY shall ensure that **NO** food or beverages are allowed in gymnasiums. Water bottles are acceptable. NO food or beverages around electronic equipment at any time.

10.19. After each use of the identified room(s) of the facility, and upon the termination of this Agreement for any reason, USING PARTY shall be responsible to ensure that the identified room(s) of the facility is returned to as good a condition as it was prior to USING PARTY’S activities.

ANY VIOLATION OF THE ABOVE-MENTIONED RULES OR OF ANY OTHER PROVISION IN THE FACILITIES USAGE AGREEMENT BY USING PARTY SHALL ENTITLE THE DISTRICT TO IMMEDIATELY PROHIBIT FURTHER USE OF DISTRICT FACILITIES BY USING PARTY AND TO TERMINATE THE FACILITIES USAGE AGREEMENT.

ANY VIOLATION OF THESE RULES COULD LIKEWISE RESULT IN LOSS OF PRIVILEGES FOR THE REMAINDER OF THE YEAR AND IN THE FUTURE.

USING PARTY UNDERSTANDS AND ACCEPTS THE ABOVE RULES AS PART OF ITS FACILITIES USAGE AGREEMENT OF WALLA WALLA PUBLIC SCHOOL DISTRICT FACILITIES AND AGREES TO ENFORCE THEM DURING ALL OF USING PARTY’S SCHEDULED TIME.

11. ASSUMPTION OF RISK AND RELEASE. USING PARTY understands and assumes the specific risks of its activities in connection with the use of the District’s property. By entering into this Agreement, USING PARTY voluntarily acknowledges and assumes the specific risks of its activities and hereby releases, discharges, and holds harmless the District and its current and former directors, agents, representatives and employees from any and all liability arising from its activities in connection with the use of the District’s property. Any accident involving injury to persons or damages to District facilities or equipment occurring during the use of the facilities or equipment shall be reported to the Event Coordinator immediately.

12. NON-TRANSFERRABILITY. The USING PARTY shall not transfer any rights under this Facilities Usage Agreement to any other party.

13. AUTHORITY. The undersigned represent that they are authorized to enter into this Agreement.

14. SURVIVAL. All of the provisions of this Agreement, including, but not limited to, USING PARTY’S defense, indemnification, and hold harmless obligations in paragraph 4.2, shall survive the expiration, cancellation or any termination of this Agreement.

 WWPS EVENT COORDINATOR Signature Date

 USING PARTY Signature Date

Name: _____
 Address: 325 S. Park St.,
 Walla Walla, WA 99362
 Phone: 509.527.3017
 E-Mail: _____@wwps.org