

800 Eastmont Avenue  
East Wenatchee, WA 98802

Facility Permit #
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## Facility Use Agreement Application

PLEASE SUBMIT AT LEAST **10 BUSINESS DAYS** IN ADVANCE  
**CERTIFICATE OF INSURANCE MUST BE SUBMITTED WITH APPLICATION**  
**APPLICATION IS NOT APPROVED UNTIL BUSINESS OFFICE RECEIVES SIGNED ELECTRONIC CONTRACT**

### Application Periods/Seasons

SEASONS	SEASON DATES	FOR FACILITY USE REQUESTS OPENING DATE	FOR FACILITY USE REQUESTS CLOSING DATE
FALL	SEPT 1 – NOV 30	AUGUST 1	NOVEMBER 15
WINTER	DEC 1 – FEB 28	NOVEMBER 1	FEBRUARY 15
SPRING	MAR 1 – JUNE 15	FEBRUARY 1	MAY 31

✓ Check below which Group status applies to your organization: (See Procedure No. 4260-P for Group Explanation and Examples)

<b>Group 0 &amp; 1</b>	Eastmont School District & In-District Government/Nonprofit Youth (Proof of Nonprofit Status Required)
<b>Group 2</b>	Out of District Government/Nonprofit Youth (Proof of Nonprofit Status Required)
<b>Group 3</b>	Other Government/Nonprofit/Community Use (Proof of Nonprofit Status Required)
<b>Group 4</b>	Commercial/Profit-Making/Private Use
<b>Group 5</b>	Adjoining property owner seeking short-term campus access

### User Organizer Information:

User/Organization Name:	Phone:	Email Address:
Event Contact Person/Onsite Supervisor & Phone Number:	Billing Address:	

### Event/Use Information:

Event Description/Purpose of Activity:		Fundraiser: <input type="checkbox"/> Yes <input type="checkbox"/> No
Participants: # of Youth _____	# of Adults _____	# Spectators _____ Admission /Participation Fees \$ _____
Date(s) of Event:		
Check Day(s) of the Week: <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday		
Actual Start Time of Event:	Actual End Time of the Event:	Set-Up Time:
Additional Equipment Needed (Charges may apply):		

**Cancellations must be made 48 hours in advance to avoid charges.**

### Location(s) Requested:

<input type="checkbox"/> Cascade Elementary	<input type="checkbox"/> Kenroy Elementary	<input type="checkbox"/> Sterling Junior High School
<input type="checkbox"/> Clovis Point Elementary	<input type="checkbox"/> Lee Elementary	<input type="checkbox"/> Eastmont Junior High School
<input type="checkbox"/> Grant Elementary	<input type="checkbox"/> Rock Island Elementary	<input type="checkbox"/> Eastmont High School

### Room Requested:

<input type="checkbox"/> Gymnasium – Full or Half	<input type="checkbox"/> Classroom No. _____
<input type="checkbox"/> Auxiliary Gym	<input type="checkbox"/> Conference Room
<input type="checkbox"/> Library	<input type="checkbox"/> Parking Lot

### Field Requested:

<input type="checkbox"/> Elementary Field	<input type="checkbox"/> Stadium
<input type="checkbox"/> Baseball/Softball Field	<input type="checkbox"/> Stadium Stands
<input type="checkbox"/> Soccer Field	<input type="checkbox"/> Concession Stand

Commons
Kitchen
Concession Stand

Restrooms
Locker Room
Other: _____

Track
Lighting Time On____/Off____

Locker Rooms
Press Box

**Insurance:** In accordance with Chapter 28A.335 RCW facility users are required to provide proof of general liability coverage.

A **Certificate of Liability Insurance** from the facility user's insurance must issued with the following:

1. \$1,000,000 dollars of general liability per occurrence.
2. Eastmont School District listed as a Certificate Holder and
3. Eastmont School District named as an additional insured on said policy.

Coverage cannot be cancelled or reduced without thirty (30) day's written notice to the district. (Low-cost Special Events Liability Insurance is available through the school district's carrier.) Certificate of Liability Insurance must be attached to the application or the application is incomplete.

**Hold Harmless:**

The applicant agrees that the Eastmont 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 Eastmont 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 if applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of the Eastmont School District.

**Agreement:**

The person or organization entering into this agreement with the Eastmont 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 Eastmont 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. **If a key is given and not returned, you will be charged to recore every lock the key operates.**

**Sporting Activities:**

- K-12 sporting activities must follow the requirements listed below, regardless of any supplemental guidance referenced. In this document, universal masking means that face coverings are required for all participants, regardless of vaccination status.
- The use of cohorts within the team limits the potential for team-wide transmission in the event of an exposure or outbreak and should be considered for practices, warm-ups, and when traveling.
- Athletes, coaches, athletic trainers and other support personnel should maintain at least 6 feet apart to the degree possible when not playing (e.g., on the bench, in the dugout, on the sideline, in locker rooms and other similar situations).

**Mask Requirements for Sporting Activities:**

- Masks are not required for athletes while practicing or competing in low-risk or moderate-risk sports indoors, regardless of vaccination status. While not required, masks are strongly encouraged when practicing indoors, regardless of vaccination status. Universal masking is required indoors at all times when not actively practicing or competing. Risk levels for individual sports are referenced in DOH's Guidance for Sports and Fitness Activities.
- Universal masking is required when practicing or competing for high risk sports (Basketball, Wrestling, and Cheer) regardless of vaccination status.
- All coaches, athletic trainers, and other support personnel involved with sporting activities must wear face coverings indoors in K-12 settings, regardless of vaccination status.
- Officials who are fully vaccinated do not have to wear face coverings indoors when actively officiating and running (e.g., basketball). When they are not running, masks are required (e.g., talking with coaches, between quarters). Unvaccinated referees must wear face coverings at all times when they are officiating, unless they participate in screening testing.
- Masking is required universally for all spectators attending indoor K-12 sporting activities regardless of vaccination status. Audience members should be seated in "family units" and those small groups should be spaced at least 6 feet apart.

**— REQUIRED FOR YOUTH SPORTS GROUPS —**

**Training for the Management of Concussions and Head Injuries, Sudden Cardiac Arrest Awareness (SCCA), and COVID-19:**

If an organization is a private non-profit youth sports group, they will verify all coaches, athletes, and their parent/guardians 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 50836, Section 3 as amended in RCW 4.24.660 and Chapter 28A.600 RCW if applicable. Users also attest all COVID-19 requirements shall be met at all times.

**Compliance Statement for Concussion & Head Injuries, SCCA, and COVID-19:**

**Facility User Organization:** \_\_\_\_\_ requests the use of Eastmont School District Facilities. This is a private, nonprofit youth sports group, and verifies all coaches, athletes and their parent/guardians have complied with mandated policies for the Management of Concussions, Head Injuries, SCCA, and COVID-19 as herein described.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Compliance Statement for COVID-19 Universal Masking for High Risk Indoor Sports:**

**Facility User Organization:** \_\_\_\_\_ requests the use of Eastmont School District Facilities. This is a private, nonprofit youth sports group participating in high risk indoor sports and verifies all coaches, athletes, support persons, and parents/guardians will use universal masking procedures while inside all Eastmont School District properties for practice and competition. **FIRST VIOLATION:** The Facility User Organization understands that the FIRST report of blatant violations of these requirements, the coach's use will be suspended for one week. **SECOND VIOLATION:** A SECOND violation report will result in a one month suspension for the coach from using our facilities. **THIRD VIOLATION:** A THIRD violation report will result in a 3 month suspension for the coach from using our facilities. Any suspension can be appealed through our grievance procedure 4220-P.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**COVID DISCLOSURE AND RELEASE**

The novel coronavirus ("COVID-19") has been classified by the World Health Organization as a global pandemic and has spread across the state of Washington. COVID-19 is a new disease and the state of scientific and medical knowledge regarding COVID-19 is limited and evolving. There remain unknowns regarding how the disease is spread and contracted and there is currently no known treatment, cure, or vaccine for COVID-19. COVID-19 is reported to be highly contagious and spread easily from person to person. COVID-19 may result in serious illness, debilitating injury, or death. Older adults and people of any age, including children, who have serious underlying medical conditions might be at higher risk for severe illness or death from COVID-19.

The Eastmont School District has put measures in place in an effort to reduce the spread of COVID-19. However, notwithstanding any such efforts, it is not possible to guarantee that COVID-19 is not present nor to prevent users of its facilities from exposure to, contracting, or spreading COVID-19. By entering District premises, the user of this facility ("User") and the User's employees, agents, contractors, subcontractors, invitees, licensees, and guests ("Visitors") are exposed to the risk of contracting or spreading COVID-19. Certain activities associated with greater rates of disease transmission which expose Visitors to a high risk of exposure to, contracting, or spreading COVID-19. Activities that may pose a high risk for COVID-19 include (but are not limited to): singing, choir, exercise, athletics, any activity where people are closer than 6 feet apart, and any large gathering of people indoors.

**USER'S WAIVER OF LIABILITY AND AGREEMENT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS**

**Waiver of Liability:** In consideration for the use of District premises, User voluntarily agree to waive and discharge any and all claims against the District related to or arising out of COVID-19, and voluntarily release the District from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of the District or its employees, agents, representatives, and volunteers related to or arising out of COVID-19, to the fullest extent allowed by law.

**Indemnification/Hold Harmless:** In consideration for the use District premises, User voluntarily agrees to indemnify, defend, and hold the District and its employees, agents, representatives, and volunteers harmless from and against from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including, without limitation, for personal injuries, loss of life, or property damage related to or associated with COVID-19 (collectively "Claims"), and shall pay all costs and reasonable attorney's fees incurred in the defense thereof, for any Claim (a) arising in whole or in part out of any use, occupancy, or occurrence in, on, at or from District property or facilities, (b) arising in whole or in part out of any act, omission or negligence of User, its officers, employees, agents, contractors, subcontractors, invitees, licensees, (c) advanced or prosecuted by any Visitor, officer, employee, agent, contractor, invitee, or licensee of the User; or (d) arising in whole or in part out of any breach or default by User under this agreement; provided that User shall not be liable to the District if and to the extent such Claims arise out of the gross negligence or willful misconduct of the District. Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of User), User specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW.

**I have read the 2021-22 Additional Use Fees and I will comply with all rules listed herein and in Eastmont School District Procedure 4260-P Use of School Facilities.**

**Applicant/User Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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.

**SCHOOL or ATHLETIC OFFICE USE ONLY:**

Date Application Submitted:

Received By:

Insurance Expiration Date:	Proof of Residence &/or Nonprofit Status Verified:	District Facilities Administrator Approval or Principal:

<b>FOR DISTRICT OFFICE USE ONLY:</b>	
Date Received:	Electronic Contract Sent: