

Newberg School District
 714 E. Sixth Street, Newberg, OR 97132
 (503) 554-5000 Fax (503) 537-3237

Community Facility Rental/Use Agreement

School Requested: _____

Start Date: _____ Area: _____

End Date: _____ Day of Week _____

Time of event: Begins _____ am/pm Ends _____ am/pm

Full time to reserve area: Begins _____ am/pm Ends _____ am/pm

(Include set up, event and clean up time)

Responsible Organization: _____ Size of group _____

Describe Nature of Use: _____

Responsible Person: _____ Phone: (h) _____

Address: _____ Phone: (w) _____

Alternate Contact Person: _____ Phone: (h) _____

Address: _____ Phone: (w) _____

Insurance coverage provided by: _____ Policy No. _____

Non-Profit Yes/No Non-Profit Registration No. _____

Facility equipment needed:

_____ Overhead _____ Television _____ VCR
 _____ Tables _____ Chairs _____ Staging
 _____ Risers _____ Piano _____ Other _____

(List # for tables, chairs and risers)

In signing this application, I understand that I am responsible for the conduct of our participants and for any damage, beyond normal wear and tear, which may occur to the Newberg School District facilities or equipment. I agree that the building will be used in accordance with the regulations and policies of Newberg School District and acknowledge I have read, understand and agree to the terms of the agreement. (See reverse side of agreement)

Office Notes:	

Facility Use Supervisor Needed:	
_____ Y _____ N	
Volunteer _____ Y _____ N	

_____ Responsible Person's Signature _____ Date

_____ Administrator/Athletic Director _____ Date

_____ Director of Business Services (when fees are payable) _____ Date

Estimation to be completed by School District:

FEES	Hours	Rate	Est. Cost	Actual Hrs	Actual Cost
Custodial/Supervisor (min. 2 hrs.)			\$		\$
Kitchen Staff (Required for kitchen use min. 2 hrs.)			\$		\$
Equipment			\$		\$
Facility Rental (list each space)			\$		\$
			\$		\$
			\$		\$

Total Estimated Costs \$ _____

Payment (100% est. labor plus 100% est. rental costs due 7 days prior to event) \$ _____ Payment Date: / /

Actual Total Costs (Final calculation after event is completed, due within 10 days of billing) \$ _____

Amount Due \$ _____ Final Payment Date _____

Newberg School District Facility Rules of Use Agreement

PERMISSIBLE use of Newberg School district facilities is contingent upon the proposed and actual use of the facilities complying with applicable State and Federal law and local ordinances that may apply and are also permitted and governed by school district policies, regulations and the current Facility Use Fee and Priority Use Schedule for Newberg School District.

CHANGES Any changes to the agreed upon time and school location must be negotiated a minimum of two working days before the scheduled event. Both parties must sign agreement of the changes on the Facility Use Form.

CANCELLATIONS If the need arises to cancel the scheduled event(s), the District will be notified by the "Responsible Person" as soon as possible. If the district finds it necessary to cancel the scheduled event, all fees shall be returned in full to the "Responsible Person."

HOURS The hours of group use will be stipulated on the agreement form. Groups must adhere to the hours stated in the agreement.

PROHIBITED ACTIVITIES on school property are prohibited anywhere on school property including inside and outside of buildings or inside of vehicles on school property whether parked, stopped or moving. The following activities are not permitted on school property: use of tobacco in any form, consumption or possession of alcoholic beverages, use of drugs exclusive of legally obtained prescription drugs and over-the-counter medications, use or possession of fire arms, use or possession of incendiary devices, knives or other weapons, overnight camping, public urination, and gambling. Failure to comply will cause an immediate request to leave the facility and grounds.

LIABILITY The renting organization/individual agrees to indemnify and hold harmless the district, its agents, employees, or any other person against loss or expense, including attorney's fees by the reason of bodily injury, property damage, or personal injury arising out of the sole negligence of the renting organization/individual or its employees. This agreement applies to the organization's/individual's use of district facilities or any other obligation which the organization/individual has arising out of the district's premises or operations. It is further understood that the organization/individual shall, at the option of the district, defend with appropriate legal counsel and shall further bear all costs and expenses, including expenses of counsel in defense of any suit arising hereunder.

INSURANCE It is further understood and agreed that the organization will provide an insurance policy for the aforementioned for any and all liability arising from or arising out of an occurrence resulting from the activities of staff persons or other persons who supervise or participate in said program and in the amount not less than \$100,000 for all claims arising out of a single occurrence. The district reserves the right to require additional liability coverage depending on the nature of the scheduled event. Such insurance provided to the business office will be given 30 days prior written notice of cancellation of the insurance.

PRECEDING THE EVENT THE ORGANIZATION AGREES TO FURNISH A CERTIFICATE EVIDENCING SUCH INSURANCE TO THE DISTRICT BUSINESS OFFICE. (FAILURE TO PROVIDE CERTIFICATE WILL CANCEL EVENT.) Certificate shall include therein or by endorsement thereon:

1. The school district and all other persons intended to be covered by said insurance and as specified above are recognized as additional insureds but only as respects to this agreement.
2. The policy or policies covered by this certificate shall be considered as primary insurance and exclusive of any insurance carried by said school district or other persons intended to be benefited by said coverage, and the insurance evidenced by this certificate shall be exhausted first notwithstanding the fact that said school district and the other persons aforementioned may have other valid and collectible insurance covering the same risk.
3. This policy shall not be canceled nor reduced in coverage until after 30 days written notice of such cancellation or reduction in coverage shall have been mailed to the Newberg School District business office.

CONDITION OF FACILITY AND LIABILITY A user will not damage facilities or equipment and will ensure that the facility is cleaned and free from litter at the end of the period of usage. The user will be responsible for the cost of repair or damage and for the cleaning of used spaces and removal of litter caused by the use of the facility. Failure of the organization/group/individual to meet this obligation within thirty (30) days of billing will be cause to deny that group further use of school facilities, and may be cause for initiating legal action against the offender. In the event of any suit or action on this agreement the renting organization/individual or designated representative agrees to pay such additional sum(s) as the court may adjudge reasonable to the allowed plaintiff therein for legal fees and if an appeal is taken in any such suit or action, such further sum as the appellate court may deem reasonable as plaintiff's attorney's fees on such appeal.

FEES Payment is required for scheduling use of school district personnel, buildings, equipment and facilities. A payment equal to 100% of estimated labor costs and 100% of the rent estimate is due no later than 7 working days prior to event. Failure to make payment may result in cancellation of your event. The agreement is not considered binding unless fees are paid. Rental fees will be charged according to school district policy (see fee schedule). **PLEASE MAKE CHECKS PAYABLE TO NEWBERG SCHOOL DISTRICT** for all use. A minimum of two (2) hours staff time with a maximum of actual time will be charged if the district requires a staff person to be in attendance.

Failure to abide by district policy and regulations will result in the loss of use of facilities.