

UNION GAP SCHOOL DISTRICT NO. 2  
3201 SOUTH 4<sup>TH</sup> STREET  
UNION GAP, WA 98903  
509-248-3966

**APPLICATION FOR USE OF SCHOOL FACILITIES**

Please type or print and submit application at least 10 days prior to date(s) desired. This is an application only, you will be notified if your application is approved.

**RULES AND REGULATIONS: Please read Board Policy 4260 and Procedures 4260P, 4260P2, 4260P3, 4260P4, and 4260P5 before completing this application. All are included in this packet.**

Group making request \_\_\_\_\_ Date of Application \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone (Work) \_\_\_\_\_ Phone (Cell) \_\_\_\_\_ Phone (Home) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Purpose \_\_\_\_\_

Date Requested \_\_\_\_\_ Time Duration: From \_\_\_\_\_ To \_\_\_\_\_

Facilities Requested:

Classroom  Library  Multi-Purpose Room  Gym  Kitchen  Other:

Equipment Requested:

Kitchen Equipment\*\*  Public Address System  Chairs  Tables  Other: \_\_\_\_\_

\*\* Use of kitchen requires a member of our kitchen staff to be present. Additional charges may be applicable.

Special conditions or services required: \_\_\_\_\_

Person in charge of supervision: \_\_\_\_\_ Phone: \_\_\_\_\_

By signing below you have read and agree to all terms and conditions.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**TO BE COMPLETED BY SCHOOL DISTRICT**

Application Approved: \_\_\_\_\_ If no, reason: \_\_\_\_\_

Rental Fees: \$ \_\_\_\_\_ Additional Fees: \$ \_\_\_\_\_

Certificated of Insurance Received: \_\_\_\_\_

District Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**HOLD HARMLESS CLAUSE**

A Hold Harmless Clause for rental agreements for the use of school facilities:

**The renter agrees to indemnify and hold harmless Union Gap School District No. 2, and its appointed and elected officials and employees while acting within the scope of their duties and such, from and against all claims, demands, loss or liability of any kinds and character, including costs of defense arising out of and in any way connected with the renter's use of the school facilities specified in this agreement.**

This form should be signed and returned to Union Gap School District Office prior to any use by the renter of the school facilities covered by this agreement.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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**FACILITY LEASE AND INDEMNIFICATION AGREEMENT**

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between Union Gap School District (hereinafter "Lessor"), and \_\_\_\_\_ (hereinafter "Lessee"), regarding the facility described as \_\_\_\_\_. The phrase "Facility" as used hereinafter shall include the building space above-described, unless otherwise specifically provided.

- 1. Purpose.** The Facility shall be used by Lessee for: \_\_\_\_\_, including activities normally ancillary thereto.
- 2. Term of Agreement.** The Agreement term shall commence on \_\_\_\_\_ at \_\_\_\_\_ AM/PM, and shall terminate on \_\_\_\_\_ at \_\_\_\_\_ AM/PM, unless sooner terminated or renewed in the manner hereinafter provided.
- 3. Fee(s).** As a rental and/or use fee, Lessee shall pay \_\_\_\_\_, per term above described, payable on or before \_\_\_\_\_.
- 4. Return of the Property.** At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good a condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear, due to reasonable use and occupancy, in conformance with the provisions of this Agreement excepted.
- 5. Insurance.** Lessee shall procure and maintain in force, without cost or expense to the Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with certificate or certificates of such insurance within (10) days of the execution of this Agreement.
- 6. Self-Insurance.** If Lessee is self-insured through the Office of State Risk Management, a certified statement setting out (1) program approval of the state risk manager, and (2) coverage(s) (including additional named insured) enumerated in Paragraph Five (5) of this Agreement shall be appended to this Agreement.
- 7. Agreement to Indemnify.** Lessee shall indemnify the Lessor from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider of governmental taxation agency, (including costs and expenses

incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the Facility by Lessee, its agents, servants, employees, or invitees. In the event of any claims made or suits filed, Lessor shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder.

**8. Assignment.** Lessee shall not assign, convey or transfer this Agreement or any interest herein, without the prior written consent of Lessor.

**9. Notice.** Any notice, declaration, demand, or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified US Mail, Return Receipt Requested, postage fully prepaid, and addressed as follows:

**To Lessor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Lessee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the US mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

**10. Legal Relationship.** The parties of this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.

**11. Applicable Law/Construction/Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington. IN the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.

**12. Entire Agreement.** This Facility Lease and Indemnification agreement contains the entire agreement of the parties hereto and supersedes all of their previous understanding and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.

**13. Application Date.** \_\_\_\_\_

**14. Application Acceptance and Signatures.**

Application Accepted? \_\_\_\_\_

\_\_\_\_\_  
**LESSEE SIGNATURE: Name and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**LESSOR SIGNATURE: Name and Title**

\_\_\_\_\_  
**Date**

**UNION GAP SCHOOL DISTRICT NO. 2**  
**NEW CONCUSSION LAW REQUIREMENTS**  
**Private Non-Profit Youth Sports Groups**

HB 1824, otherwise known as the Zachery Lystedt Law, was signed into law on May 14, 2009. It requires, as of July 26, 2009, that additional steps be taken regarding concussions in school athletic programs using school district facilities.

This bill requires training and documentation which schools must adhere to. This pertains to private non-profit youth sports groups using school district facilities as well as school teams. As of July 26, 2009 all school coaches, players and their parents/guardians must meet these minimum requirements:

1. All school coaches will have to take training on the nature and risk of concussions and head injury including continuing to play after a concussion or head injury.
2. On a yearly basis, a concussion and head injury information sheet shall be signed and returned by the youth athlete and athlete's parents/guardian prior to the youth athlete's initiating practice or competition.
3. All athletes suspected of suffering a concussion or brain injury will be removed from practice or competition and not returned to play until cleared in writing by a licensed health care provider trained in the evaluation and management of concussions (Medical Doctors, Doctor of Osteopathy, Advanced Registered Nurse Practitioner, Physicians Assistants, and Certified Athletic Trainers).
4. All private non-profit youth sports groups using school facilities shall:
  - a. Provide the school with written proof of insurance covering their youth athletes with limits required by the law. [Union Gap School District requires certification of not less than one million dollars (\$1,000,000).] and,
  - b. All coaches, players and parents of private non-profit youth teams shall have similar training as outlined for school coaches, players, and parents prior to the start of any practice and,
  - c. The private non-profit youth sports groups shall submit a statement of compliance with the insurance coverage and required head injury trainings prior to receiving access to school facilities.

**UNION GAP SCHOOL DISTRICT**  
**Compliance Statement for HB1824**  
**Youth Sports-Head Injury Policies**

**This page must accompany the *Application For Use of School Facilities*. Access to school facilities will not be granted until this page is returned and requirements of this application are complete and approved by the Union Gap School District or its designee.**

\_\_\_\_\_, a private non-profit 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.

Proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State is on file with the Union gap School district of not less than one million dollars (\$1,000,000).

Signed:

\_\_\_\_\_  
Representative of Private Non-Profit Organization

\_\_\_\_\_  
Position with Organization

\_\_\_\_\_  
Date Signed