



FERN RIDGE SCHOOL DISTRICT 28J
Rental/Facilities Use Request

APPLICANT: YOU MUST ATTACH A CERTIFICATE OF LIABILITY INSURANCE TO THIS APPLICATION

Questions? Contact Michelle Marshall at 541-935-2253 x 1220 or mmarshall@fernridge.k12.or.us

Full Name _____ Organization Name _____

Address _____

Phone Number _____ E-Mail Address _____

Billing Address (If Different From Above) _____

School/Facility Requested _____ Room/Area Requested _____

Other Equipment/Facilities Requested _____

	<u>Specify Dates</u>	<u>Day of Week</u>	<u>Time of Day</u>	<u>Specify Weekly, Monthly, etc.</u>
Starts	_____	_____	____ am/pm to ____ am/pm	_____
Ends	_____	_____	____ am/pm to ____ am/pm	_____

Purpose for which facility is to be used _____

Supervisor in charge of activity _____
Name & Contact Info

Admission charge or fee paid by participants or spectators Yes No

Estimated number of participants _____ Estimated number of spectators _____

I have read the fees and charges information on the reverse side of this form and agree to be charged accordingly. I agree to be responsible for the safekeeping of the facilities used for this activity and for payment of all charges. I further agree that the district property will be used in accordance with the policy adopted by the Fern Ridge Board. Lessee hereby expressly covenants and agrees to indemnify lessor, its Board of directors, and all other of its officers against all claims and demands for damage for injury to any person or property occurring on the leased property or elsewhere, or any virtue of any act or thing done on the leased property or elsewhere either by the lessee or any other person. Users of district property shall comply with all federal, state and municipal equal opportunity laws and regulations prohibiting discrimination.

SIGNED _____ DATE _____
Applicant

Liability Insurance is required. A Certificate of Liability Insurance must be provided prior to the use of the facility.

Rental/Facilities Use Request Approval:

Proof of Insurance Provided	<input type="checkbox"/> YES <input type="checkbox"/> NO	Room Arrangement Discussed	<input type="checkbox"/> YES <input type="checkbox"/> NO
Date is Available	<input type="checkbox"/> YES <input type="checkbox"/> NO	Building Staff Assigned	<input type="checkbox"/> YES <input type="checkbox"/> NO
Equipment Available	<input type="checkbox"/> YES <input type="checkbox"/> NO		

SCHOOL ADMINISTRATOR APPROVAL _____ **DATE** _____

DIRECTOR OF FACILITIES APPROVAL _____ **DATE** _____

For Business Office Only:

Fees Billed _____ Amount Paid _____ Date _____

General Rules:

1. Groups will not be admitted until their scheduled time and the designated adult supervisor is present;
2. Access to district facilities is to compliment and is secondary to district maintenance schedule;
3. Equal opportunity will be given under the open forum concept and equal access laws for use of facilities with priority given to Priority I through Priority IV respectively;
4. Organizations using facilities need to have an adult supervisor. The district is not responsible for supervising students other than during normal school hours. A fee will be assessed if school staff has to supervise students;
5. Security codes and keys are not to be given by anyone to persons not on district staff inclusive of family members for their private use of facilities or unless approved by Facilities/Maintenance Manager;
6. The use of alcoholic beverages or illegal drugs in any form is prohibited and usage would mean future loss of opportunity to use facilities. Use of tobacco products is prohibited on school property;
7. Deposits are due at the time the use permit is approved. Billings are done at the close of the month and are due within 10 business days or interest will be assessed. Payments are to be made to the district;
8. A detailed copy of the district policy and administrative rule is available upon request to the district office;
9. All users of district facilities shall comply with all restrictions placed on the facility by the fire marshal;
10. All users of district facilities must comply with all federal and state regulations related to equal opportunity and discrimination;
11. Billing for custodial, maintenance or supervision may be required for use of facilities. Custodian and maintenance charges are to be assessed at 1.5 regular hourly rate plus respective benefits per hour and there is a three hour minimum. Billing for food personnel is 1.5 the regular hourly rate plus respective benefits per hour and there is a two hour minimum;
12. Users will be billed repair/replacement costs for damages incurred during use of facilities;
13. District may require the employment of a law enforcement officer. The rate is fixed by Lane County and is to be paid at the time the use permit is approved;
14. Deposit: The district reserves the right to ask for a deposit as a condition of rental/use in order to offset potential costs that may result as a consequence of the use of district equipment or facilities. Said deposit should be of reasonable amount based on the potential costs generated by the size of event, the amount of room filed or equipment use, the use of utilities and electricity, trash removal and the potential for calling out employees after regular hours. Any costs generated by the approved use would be subtracted from the deposit amount and the balance, if any, would be returned to the applicants. If costs in excess of the deposit are incurred the lessee is responsible for their payment;
15. The district is to access additional fees for energy charges, water charges, custodial supplies, garbage collection or additional cleanup. Facilities will be rented without heat or cooling unless provisions for payment are made in advance;
16. Playing fields are rented "as is." If preparation work is required, labor and materials may be charged. The district's prior approval is required prior to any preparation work done on district fields;
17. Applicant is to order and pay for portable lavatory units. The district is not responsible for any damage done to portable lavatories;
18. Parking lot fees will not be assessed without district prior approval;
19. There will be no camping, open fires, vending, or RV camping on district property without the district's prior approval;
20. The district may assess a percentage of fundraising proceeds in lieu of fees for groups utilizing district property for fundraising for their group or organization;
21. Any dangerous weapon brought onto district premises, possessed, concealed, or used by an unauthorized individual will result in prosecution to the full extent of the law (federal and state) and the person being informed that they are not to trespass on district property.

FEES AND CHARGES

Usual fees – See Priority I-IV descriptions. Fees may apply even if not shown here:

	<u>Class I and Class II*</u>	<u>Class III</u>	<u>Class IV (10%+)</u>	Other Fees:
Classrooms	NC	\$ 2.00/hr	\$ 8.00/hr	HVAC (heating and air conditioning)
Computer Lab	NC	\$20.00/hr	\$40.00/hr	EHS \$25.00/hr
Science Lab	NC	\$15.00/hr	\$30.00/hr	Middle School \$16.00/hr
Cafeterias/Commons	NC	\$10.00/hr	\$20.00/hr	Elementary \$10.00/hr
Media Center	NC	\$ 4.00/hr	\$10.00/hr	Electricity
Kitchens	Staff	\$15.00/hr +	\$40.00/hr +	Classroom \$ 1.00/hr
Auditorium	NC	\$10.00/hr	\$20.00/hr	Computer Lab \$ 5.00/hr
Elementary Gym	NC	\$20.00/hr	\$30.00/hr	Science Lab \$ 1.50/hr
Middle School Gym	NC	\$25.00/hr	\$35.00/hr	Cafeteria \$ 1.50/hr
High School Gym	NC	\$35.00/hr	\$50.00/hr	Commons \$ 1.00/hr
Fields	NC	\$10.00/hr	\$20.00/hr	Gyms-FRMS/EHS \$ 2.00/hr
Football Field	NC	\$20.00/hr	\$35.00/hr	Gym-Elementary \$ 1.00/hr
Baseball Field	NC	\$20.00/hr	\$35.00/hr	Kitchen (lights only) \$ 2.00/hr
Softball Field	NC	\$10.00/hr	\$20.00/hr	Kitchen (lights/equip) \$ 6.00/hr
EHS Track and Field	NC	\$20.00/hr	\$35.00/hr	Auditorium \$ 4.00/hr
				Football Field \$22.00/hr
				Baseball Field \$22.00/hr

* Fees may apply if admission or participation fee is assessed. District to recover utility costs.

Other Utilities (garbage, water, sewer, paper, products, cleaning supplies) \$ 2.00/hr
 Key Deposit – \$15.00 Equipment Rental Fees – Tables \$5.50 each

Chairs \$0.50 each

Priority System Use of Facilities

Priority I - School district Activities

Priority II - Recreational and Educational Programs Involving FRSD Students

Priority III - Adult and Non-Student Programs

Priority IV - Miscellaneous: Out-of-district organizations for profit organizations, income generating activities (programs) for individual sponsor or facilitator, etc.

Fern Ridge School District Policy EBCD - Emergency Closures

In case of fog, snow, ice or other hazardous or emergency conditions, the superintendent will consult with the route supervisor in order to alter school and bus schedules as are appropriate to the particular emergency. Such alterations include closure¹ of all schools, closure of selected schools or grade levels, delayed openings of schools and early dismissal of students.

The superintendent will develop and maintain such plans and procedures as are necessary to carry out alternate school and bus schedules.

Students, parents and staff will be informed at the beginning of each school year of the procedures which will be used to notify them in case of an emergency closure.

When schools are not in session due to an emergency closure, all school facilities will be closed for all co-curricular activities and other events including non-district activities that were scheduled to use FRSD facilities.

The superintendent has the authority to alter this closure policy in regards to FRSD sponsored after school activities and events, if extenuating circumstances warrant such a decision. At no time will students be required to participate or penalized for their failure to participate in such events and parent/guardian permission must be obtained.

When emergency situations arise on a weekend or holiday, the Superintendent, or his/her designee will communicate the closure to any district sponsored activities (practices, games, etc.), as well as to those non-district sponsored activities who have an approved facility use form on file.

¹ Upon approval by the Board, for the 2015-2016 school year, up to 14 hours of emergency school closures due to adverse weather conditions and facilities failure may be included in the calculation of instructional time. (Oregon Administrative Rule (OAR) 581-022-1620 "Instructional time" is defined in OAR 581-022-0102.

Fern Ridge School District 28J
Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)

Name of User/Business/Group (User): _____

Phone Number: _____ Email: _____

Address: _____

Facility being requested: _____

Description of Activity (Activity): _____

Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Fern Ridge School District (“District”) cannot completely mitigate the transfer of communicable diseases like COVID-19. [Name of group using facility] understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.** User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

Indemnification: In consideration for use of the Fern Ridge School District’s (District) property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: User understands that the District does not carry insurance for communicable diseases including Covid-19 and User is financially responsible for any injuries arising from User’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of general liability insurance coverage that covers communicable diseases including coverage for injuries arising from infection of COVID-19 with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy.

This form is provided to PACE members as an example. As with all disclaimers of liability, the enforceability of the terms of this document may be open to question based on specific circumstances. Users should only rely on this form after an independent review of its accuracy, completeness, and timeliness. For advice regarding liability, please call PACE Preloss at 1-800-578-6722.

Fern Ridge School District 28J
Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)

COVID-19 Termination. The district may terminate this Agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel this agreement in the event of a Covid-19 related reason. In the event User terminates this Agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

Required: Evidence of compliance with all Oregon Health Authority regulations for schools must be provided before accessing and using any FRSD Facilities. In accordance with Oregon Administrative Rule 333-019-1030, all student-related programs operating on Fern Ridge School District's grounds must require staff and volunteers to be fully vaccinated for Covid-19 and follow all masking mandates. Renters or partners who conduct activities at school sites but will not have direct or indirect contact with students or minors. (e.g.- booster club/PTA meetings, adult only recreational athletics.) have an exception to this rule but are required to comply with all masking requirements.

User certifies to have read this document and fully understand its contents.

Signature of User or User's Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____