



**CONTRACT FOR USE OF  
SCHOOL FACILITIES**

**WENATCHEE SCHOOL DISTRICT #246**

235 Sunset Avenue  
Wenatchee, WA 98801

**TO BE COMPLETED BY APPLICANT: REQUIRED SUPERVISION IS THE RESPONSIBILITY OF APPLICANT**

Sponsoring Organization \_\_\_\_\_

Person Applying \_\_\_\_\_ Phone Number: \_\_\_\_\_

Alternate Contact \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address \_\_\_\_\_

Purpose of Facility Use \_\_\_\_\_

School Requested \_\_\_\_\_ Facility Requested \_\_\_\_\_

	<u>Date/Dates</u>	<u>Start Time</u>	<u>Finish Time</u>
Set-up:	_____	_____	_____
Rehearsal:	_____	_____	_____
Program:	_____	_____	_____
Other (specify):	_____	_____	_____

Equipment Requested: \_\_\_\_\_

**RENTAL CHARGES:** Billing and collection of exact charges will be made by the District Office after the actual use of the facility. Payment for charges related to use of facilities is due 30 days from date of invoice. If payment is not received by the due date, late fees may be charged at the rate of 18% per year (1.5% per month). Any invoice that is 90 days overdue is subject to collection action. The undersigned agrees to pay all fees associated with collection proceedings and/or legal fees required to enforce satisfaction of fees related to facilities use charges.

**INSURANCE:** The requesting organization or individual agrees to provide evidence of insurance in a form of a certificate for limits of not less than One Million Dollars (\$1,000,000) combined single limit. The certificate shall name the School District, its officers, directors and employees as additional insureds, and provide not less than ten (10) day's notice of cancellation or material change.

**TO BE COMPLETED BY DISTRICT:**

<u>ESTIMATE</u>		<u>ACTUAL</u>	
Event Custodian	_____ hr @ _____ = \$ _____	_____ hr	\$ _____
Saturday Custodian	_____ hr @ _____ = \$ _____	_____ hr	\$ _____
Sunday Custodian	_____ hr @ _____ = \$ _____	_____ hr	\$ _____
Stage Manager	_____ hr @ _____ = \$ _____	_____ hr	\$ _____
Student Help	_____ hr @ _____ = \$ _____	_____ hr	\$ _____
Kitchen Help	_____ hr @ _____ = \$ _____	_____ hr	\$ _____
Facility Charge Auditorium	\$ _____		\$ _____
Facility Charge Other	\$ _____		\$ _____
<b><u>Total Estimated Charges:</u></b> \$ _____			
Adjustments after use (Reason): _____			\$ _____
_____			
		<b><u>TOTAL:</u></b> \$ _____	

• ESTIMATE COPIES: School & Applicant

• FINAL COPIES: School & Applicant

**Indemnity and Liability:** The Applicant, requesting organization, and its directors, officers, employees, agents and successors and assigns agree to:

- a) Pay for and assume full liability for any loss or damage to person or property or claims resulting to or arising from the use of District property or facilities by the applicant, organization, or those granted access to the facility thereby, whether from an occurrence at the property or facility during such use, before or after such use, going to and from such use, in or about available parking area, or otherwise;
- b) indemnify and hold harmless the District, its directors, officers, employees, agents and successors and assigns from all liability for suits, claims, demands, damages, action or cause of action (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state or otherwise, including all expenses of litigation and reasonable attorney's fees), injury to or death of any person or for damages to any property to the extent that such injuries, death or damages are caused by their negligence, gross negligence or willful acts or by the failure to follow its obligations as set forth under this Contract; and
- c) pay any attorneys' fees and costs paid or incurred by the District to enforce any obligation in this Contract.

**Policies and Procedures:** The Applicant, requesting organization, and its directors, officers, employees, agents and successors and assigns agree to abide by all relevant policies of the District, and specifically to the policies and procedures regarding the use of school facilities. These are available at the Wenatchee School District Office or on the website at: <https://www.wenatcheeschools.org/board/policies-and-procedures>. I acknowledge and agree that no inflatable structures are allowed on WSD property.

**Health Department Guidance:**

The Applicant, requesting organization, and its directors, officers, employees, agents and successors and assigns agree to abide by and enforce all relevant laws, rules, guidance and regulations pertaining to public health (i.e., COVID-19, etc.) of any Local, State, or Federal authorities as related to the Applicants specific business, activity or use. The Applicant assumes full liability for any loss or damages arising from any public health (i.e. COVID-19, etc.) issues associated with the use of District property or facilities as outlined in the Indemnity and Liability section of this Agreement.

**Force Majeure:** If the performance of any part of this contract by the Parties is prevented, hindered or delayed because of acts of God, strikes, failure of utilities, facility damage, pandemic, disease, or public health concern, measures of any Governmental Authority, or any other cause that is reasonably beyond its control, such party shall not be liable to the other for any damages resulting from such failure to perform. The party claiming to be affected thereby shall give notice to the other party within a reasonable time after the happening thereof of the nature and extent of any force majeure condition claimed to exist and the terms and conditions of this paragraph shall not become operative unless such notice has been given.

**Choice of Law:** This Contract is governed by the laws of the state of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.

**Authority:** By submitting this application, the Applicant represents and warrants that he/she has the necessary authority to do so and to bind the requesting organization and its directors, officers, employees, agents and successors and assigns under this Contract.

**Amendment, Modification, and Waiver:** No amendment to this Contract shall be binding upon either party unless set forth in writing or confirmation signed by both parties hereto. No purported oral modification, waiver or rescission of this Contract by an employee or agent of the Parties shall operate as a modification, waiver, or rescission of any of the provisions of this Contract. No course of prior dealing, usage or trade or course of performance shall be used to modify, supplement or explain any terms of this Contract.

**Entire Contract:** This Contract constitutes the entire contract between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous contracts, understandings, negotiations, and discussions, whether oral or written, of the Parties.

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<b>Applicant Signature</b>	<b>Date</b>	<b>Principal/Designee Signature</b>	<b>Date</b>
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By signing and submitting this application, the Applicant and requesting organization acknowledge that they have read, understand, and agree to abide by the terms set forth in this Contract.

**NONDISCRIMINATION STATEMENT FOR SCHOOL PUBLICATIONS AND PUBLIC ANNOUNCEMENTS**

The Wenatchee School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups.

The following employees have been designated to handle questions and complaints of alleged discrimination:

**Title IX Coordinator, Section 504**

Kory Kalahar, Asst. Exec. Director of Learning and Teaching

**Civil Rights Compliance and ADA Coordinators**

Kelly Lopez, Executive Director of Human Resources (for staff)

[lopez.k@wenatcheeschools.org](mailto:lopez.k@wenatcheeschools.org)

235 Sunset Ave, Wenatchee WA, 98801 (509-663-8161)

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