

FACILITY/EQUIPMENT USE FORM

1. Application on behalf of (name of organization or individual) _____

- To use: Reid Harbor Room (60-80) Westcott Bay Room (20-25)
 (capacity of room Admiralty Room (28) Medium Conference Room (9-11)
 in parenthesis) Cap Sante Room (50-70) Small Conference Room (6-7)
 Mount Erie Room (50-70) Courtyard
 Mount Baker Room (40-50) Other _____
 Garrison Bay Room (30-35)

Estimated number of people in attendance _____ User Category (see Fee Schedule) _____

2. Check one:

<input type="checkbox"/> Single Meeting <input type="checkbox"/> Series of Meetings	Day(s) of the week	Date(s)
	Hours (circle am or pm, as appropriate)	Ending time
	Beginning time am / pm	am / pm

Please be sure to include any and all requested times for set-up and/or clean-up of the facility. NWESD 189 activities have priority over other events which may be scheduled. The right is reserved to cancel this agreement in case of conflict.

3. Purpose of use _____

4. Special conditions _____

5. Permission to bring in to program site _____

6. Admission charge of _____ for adults, and _____ for children to be made, the proceeds to be used for _____

7. Services/equipment required _____

Auxiliary fee assessed for (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Room set up | <input type="checkbox"/> Technical assistance |
| <input type="checkbox"/> Event supervisor | <input type="checkbox"/> Video conference set up |
| <input type="checkbox"/> Custodial (fees may be waived during normal working hours, provided the room is left clean and all garbage is removed) | <input type="checkbox"/> Laptop computer |
| | <input type="checkbox"/> Computer lab |
| | <input type="checkbox"/> HVAC outside of normal operation hours |

8. The supervision of the persons attending will be done by _____

9. The undersigned who is to be in charge of the activities is at least twenty-one (21) years of age or over. He/she agrees:
- 1) He/she is financially responsible to the NWESD 189 for the use of and care of the facility/equipment.
 - 2) The character of the activity will conform with the description in the application.
 - 3) The rules and regulations concerning the use of NWESD 189 facilities (printed on back of this sheet) are understood, accepted, and will be observed by his/her organization and he/she fully accepts responsibility for each item listed.
 - 4) By signing below, this applicant agrees to protect, indemnify, and hold harmless the NWESD 189, its elected and appointed officials, employees, agents, and staff from any and all claims, liabilities, damages, expenses, or rights of action, directly or indirectly attributable to the User's activities and/or use of premises in connection with this agreement.

Signature _____ Printed Name _____ Date _____

Address _____ Email _____

Phone _____ Alt. Phone _____ Fax _____

10. Approved by _____ Date _____

11. Fee for use of facilities is _____

Comments/restrictions: _____

For Office Use
Date Received _____
Applicant Notified _____
Payment Received _____

Fees are an estimate based upon information given prior to use of the facility. Additional charges may result after use of facility. Any damages sustained to the facility during use will be the responsibility of the renting organization.

Regulations Governing the Use of NWESD 189 Facilities/Equipment

Application: Application for use of NWESD 189 facilities shall be made to the NWESD 189 main office. The processing of such applications must include the notification and involvement of the responsible site administrator, or designee. When requests are received by site administrators, they will coordinate the use through the NWESD 189 main office. The NWESD 189 does not discriminate based on race, creed, religion, color, national origin, citizenship or immigration status, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. The NWESD 189 will provide copies of the NWESD 189's nondiscrimination policy to all third parties using NWESD 189 facilities.

Authority: The use of NWESD 189 buildings, grounds and facilities by outside groups shall be administered by the NWESD 189 Superintendent, or designee.

- 1) All individuals or groups requesting use of NWESD 189 facilities must complete and submit a written building-facilities use application to NWESD 189 (Form 4260-F1). There will be no exceptions to the written application process. Applications should be submitted at least thirty (30) days in advance of the desired use date.
- 2) Users of NWESD 189 facilities shall be separated into one of four (4) financial categories: no charge use, cost reimbursement use, non-profit community group use and use fee.
 - A) No Charge Use. NWESD 189 may make available its facilities on a no-charge basis to groups affiliated with NWESD 189 or its statutory function; and educational related professional development groups; and governmental/municipal organizations, provided that such uses occur during normal business hours when custodial staff is on regular duty and/or no additional costs are incurred by the NWESD 189.
 - B) Cost Reimbursement Use. NWESD 189 may make available its facilities on a reimbursement of costs basis for users described in subpart (A) above if such uses occur at a time when custodial staff is not on regular duty and/or no additional costs are incurred by the NWESD 189.
 - C) Non-Profit Community Group Fee. NWESD 189 may make available its facilities to non-profit community/charitable groups on a reduced fee basis.
 - D) Use Fee. NWESD 189 may, on a limited basis, make its facilities available upon payment of a use-fee for uses occurring when 1) admission is charged for an event, or 2) the use is for non-educational related activities of a commercial, entertainment, recreational or religious services nature.
- 3) NWESD 189 reserves the right to modify its policies regarding use of facilities at any time.

Fee: The Superintendent shall determine a fee schedule applicable for use of NWESD 189 facilities. The fee schedule shall be evaluated as needed.

Supervision: Sponsoring organizations shall provide sufficient, competent adult supervision. When the facilities are used during non-program hours, the adult supervisor must always be responsible to unlock and secure the facility.

- 1) The lessee, the individual signing the *Facility/Equipment Use Form*, or the assigned adult shall be on-site and in possession of the loaned key(s) at all times.
- 2) The NWESD 189 reserves the right to require a paid NWESD 189 employee to be on-site during the use of the facility or equipment. In such cases, the lessee shall be responsible for said employee's wages.

Custodial: A NWESD 189 custodian's presence may be required when any group is using a facility outside of normal custodial hours. The lessee will be required to pay any custodial costs. Room(s) will be left clean: 1) counters and tables wiped off, 2) floors swept/mopped and carpet vacuumed/spills removed, 3) garbage taken to dumpster.

Restrictions:

- 1) Alcoholic beverages and/or illegal drugs shall not be permitted in NWESD 189 facilities or on program property at any time. Pursuant to state law, the use of tobacco products is not permitted on NWESD 189 grounds or in program sites.
- 2) Parking shall be in designated areas only, or vehicles will be subject to being impounded at owner's expense.
- 3) Putting up decorations or scenery, or moving furniture, is prohibited unless special permission is granted by the site administrator.
- 4) Nothing will be sold, given, exhibited, or displayed without the permission of the site administrator.
- 5) Non-NWESD 189 groups may not book facilities more than two weeks ahead of event. However OSPI, Transportation, Project Leadership, superintendents, AESD and other approved agencies/groups may establish an annual calendar.
- 6) Non-NWESD 189 activities need to have a NWESD 189 department program sponsor, which is responsible for hosting the group (e.g., room setup, coffee service, equipment, Clock Hours, registration, and cleanup).

Liability: All applicants for use of NWESD 189 facilities shall indemnify and hold the NWESD 189 harmless from any loss or damage (including attorney fees), liability or expense that may arise during or be caused in any way by such use or occupancy of NWESD 189 facilities. Any group using or occupying the facilities during the time any property loss or damage is sustained shall be liable and responsible for the full amount of such loss or damage. Applicants must provide, upon request, proof of comprehensive general liability insurance coverage for both bodily injury and property damage, with NWESD 189 named as an additional insured. The individual (or group) securing a use permit shall be responsible for and shall indemnify NWESD 189 against any loss, damage or injury done to NWESD 189 property.

Damages: The Superintendent shall cause a reasonable effort to be made to obtain restitution for any and all damage to the facilities.

Complaints: The NWESD 189 facilities shall not be used for obscure and controversial purposes and purposes of a disruptive nature. Should an objection be lodged against a specific use of NWESD 189 facilities by any group, such objection is only valid if it is made in writing to the Superintendent and signed by the individual and/or group of individuals lodging the complaint. At such time as such valid complaint is lodged, the following shall apply:

- 1) The Superintendent may suspend use of the facilities temporarily to afford sufficient time to meet with the concerned parties for the purposes of a hearing. The applicant shall be duly notified in time to contact the members of the group regarding the temporary suspension of use and the pending hearing.
- 2) The Superintendent shall make the decision regarding use after hearing the complaint. An appeal of the Superintendent's decision may be made at the next regularly scheduled Board meeting. The Board's decision shall be final. A written copy of the decision may be obtained, upon the applicant's request.

Facilities Rental Agreements:

- 1) No agreement shall be written without contact with and approval of the responsible site administrator or designee and the Superintendent's Office.
- 2) Any activity that requires the use of NWESD 189 equipment or other special needs must be arranged for at the time the application is signed at the NWESD 189 office and shall be subject to prior written approval and payment of an equipment use fee.
- 3) Following such approval, agreements will be sent to the site involved (if not the main NWESD 189 office).
- 4) The original of the agreement shall be retained by the NWESD 189 facility manager, one (1) copy for the applicant, two (2) copies to the site, and the remaining copy sent to the custodian.
- 5) Fees shall be paid to the NWESD 189 main office not less than two (2) weeks in advance of the scheduled date of use. All reimbursement of costs shall be paid within twenty (20) days of billing by NWESD 189.
- 6) Monies collected at the site level shall be submitted to the NWESD 189 office where the record of payment shall be maintained.
- 7) A key deposit may be required before any key is issued by the NWESD 189 office or site. The key must be returned the day after use. Individuals who do not return keys shall be responsible for the cost of re-keying the entire site used.
- 8) The rental fee must be paid to the NWESD 189 office prior to facility/equipment use unless a total fee cannot be established in advance. Fees for which a bill is required must be remitted immediately upon receipt.

Evaluation and/or Problem Resolution:

- 1) Any problem or concern resulting from the use of NWESD 189 facilities by non-NWESD 189 groups should be brought to the attention of the Superintendent as soon as possible.
- 2) An attempt will be made to resolve the problem as quickly as the nature of the problem permits. The NWESD 189 reserves the right to cancel any approved use and refund any payment made for use of NWESD 189 facilities when it deems such action advisable and in the best interests of NWESD 189.
- 3) Repetition of the acts or behavior that created the problem may result in the termination of the agreement between the organization/groups and the site involved.

Schedule Conflict:

- 1) It shall be understood in the event of schedule conflicts, the NWESD 189 retains priority.
- 2) In the signing of agreements, every effort shall be made to avoid conflicts. A careful examination of the NWESD 189 calendar and anticipated NWESD 189 activities should be made.
- 3) If cancellation of facility use by a non-NWESD 189 group results from a schedule conflict, provision shall be made for a "make-up" if practical and desired.