

# Medical Lake School District No. 326

## WIAA Rules For Facility Usage

The term "USING PARTY" includes, but is not limited to, USING PARTY'S employees, agents, representatives, contractors, participants, volunteers, servants, members, spectators, invitees, licensees, and guests.

1. Use of District facilities shall be limited to the following:

Activity Title/Purpose: \_\_\_\_\_  
Organization/Individual: \_\_\_\_\_  
Facility/Room(s): \_\_\_\_\_  
Day(s) of Week: \_\_\_\_\_  
Date(s) of Month(s) and Year: \_\_\_\_\_  
Event Time (set up to exit): from \_\_\_\_\_ to \_\_\_\_\_  
Equipment: \_\_\_\_\_

2. USING PARTY shall use the above-identified facility/room(s) in compliance with all applicable ~~policies, procedures, including but not limited to District Policy No. 4260 and Procedure No. 4260P (available upon request and online at [www.mlsd.org](http://www.mlsd.org))~~ federal, state, and local statutes, regulations, rules, and ordinances for the use of District property and facilities.

3. USING PARTY shall not possess, use, transmit, or distribute drugs on District property. USING PARTY is prohibited from the use of any tobacco products on District property. USING PARTY shall not possess firearms, knives, other dangerous weapons, or "look alike" guns or other "look alike" weapons on District property.

4. No concessions or other items shall be sold on District property unless approved in writing by the District.

5. USING PARTY shall be responsible for closely supervising the activities of any person, including but not limited to, its employees, agents, representatives, contractors, participants, volunteers, servants, members, spectators, invitees, licensees, or guests, with responsible adults at all times during USING PARTY'S use of District property. USING PARTY expressly understands, agrees, and acknowledges that the District shall have no obligation whatsoever to supervise the activities of any person, including but not limited to, USING PARTY'S employees, agents, representatives, contractors, participants, volunteers, servants, members, spectators, invitees, licensees, or guests, who are in or upon District facilities or property in connection with the use authorized by this Agreement.

6. USING PARTY shall not use any District personal property, equipment, or devices, unless specific permission has been granted in writing in advance by a representative of the District who is duly authorized by the District to grant such permission. Where such permission is granted, USING PARTY shall be solely responsible for inspecting all personal property, equipment, and devices before usage, and USING PARTY shall be solely responsible for assuring that such personal property, equipment, or devices are in reasonably safe condition and are reasonably appropriate and safe for the USING PARTY'S intended usage.

7. USING PARTY acknowledges that it has completely examined the District facilities and real property, including inspection for obvious and latent conditions, and it has found the facilities and real property are in all respects suitable for the permitted uses described herein. USING PARTY acknowledges that the District has made no representations whatsoever as to the suitability of the facilities and real property for USING PARTY'S intended, foreseeable, and permitted uses, and the District has no obligation to make any additions or improvements to it and expressly disclaims any warranty that the facilities and real property are suitable for the permitted uses. **The parties expressly understand that the facilities and real property are rented on an "AS IS" basis.**

8. If any unsafe defects, conditions, or hazards are later identified, USING PARTY shall refrain from using the facilities or property until the said defects, conditions, or hazards are brought to the attention of the District by the USING PARTY, and are removed, repaired, or otherwise made safe by the District.

9. USING PARTY shall not place or display any other sign, notice, picture, placard, or poster without written District permission. USING PARTY agrees to remove any materials on the District's request promptly. USING PARTY shall repair any damage to District property caused by the placement and/or removal. USING PARTY shall not publish or allow to be published any oral or written statements, communications, or advertisements stating, suggesting or implying District or school sanction or sponsorship of any of USING PARTY'S activities. Any advertisement for the USING PARTY'S activities shall conspicuously contain the following: **"This is not a Medical Lake School District No. 326 sanctioned or sponsored event/activity."**

10. USING PARTY is solely responsible for meeting any special event or other permit requirements or other non-permit requirements from entities, including but not limited to law enforcement, fire department, and health department at USING PARTY'S sole expense.

11. At any time during the term of this Agreement, the District shall be entitled to recapture use of the identified room(s) of the facility should the identified room(s) of the facility be needed for District purposes, as required by RCW 28A.335.040. If the District intends to recapture the facility's identified room(s), the District shall give written notice to USING PARTY prior to the date the District intends to recapture its use of the identified room(s) of the facility.

12. Facility use is limited to USING PARTY'S specific time. USING PARTY is expected to start on time and complete use promptly at the event end time.

13. After each use of the above identified facility/room(s), and upon the termination of this Agreement for any reason, USING PARTY shall be responsible to ensure that the identified facility/room(s) is returned to as good a condition as it was before USING PARTY's activities.

**ANY VIOLATION OF THE ABOVE RULES OR ANY OTHER PROVISION IN THE FACILITY USAGE AGREEMENT BY USING PARTY SHALL ENTITLE THE DISTRICT TO IMMEDIATELY PROHIBIT FURTHER USE OF DISTRICT FACILITIES BY USING PARTY AND TO TERMINATE THE FACILITY USAGE AGREEMENT.**

**USING PARTY UNDERSTANDS AND ACCEPTS THE ABOVE RULES AS PART OF ITS RENTAL OF DISTRICT FACILITIES AND AGREES TO ENFORCE THEM DURING USING PARTY'S SCHEDULED TIME.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
MEDICAL LAKE SCHOOL DISTRICT NO. 326 signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
USING PARTY signature

Name: \_\_\_\_\_  
Organization/Individual: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_