

# Medical Lake School District No. 326 WIAA Facility Usage Agreement

THIS FACILITY USAGE AGREEMENT (“Agreement”) is entered into by and between MEDICAL LAKE SCHOOL DISTRICT NO. 326 (“District”) and the USING PARTY identified below. Throughout this Agreement, 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.** 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 (setup to exit): from \_\_\_\_\_ to \_\_\_\_\_  
Equipment: \_\_\_\_\_

- 1.1** USING PARTY shall use the above-identified facility/room(s) only during the allotted times. Such usage shall not include use of the property, facilities, or designated areas of other parties lawfully upon the facilities. If additional times are desired, USING PARTY shall request extra time from District. USING PARTY shall complete use of the above-identified facility/room(s) by the time set forth above unless the District has granted specific written permission.
- 1.2** USING PARTY shall execute the attached “Rules for Facility Usage” while executing this Agreement.
- 1.3** USING PARTY agrees to follow all current federal, state, and local statutes, regulations, rules, and ordinances related to the conduct, operation, and activities associated with this event.

**2. FEES.** USING PARTY shall pay the fees identified below. If any such payment is not timely made, the District reserves the right to cancel USING PARTY’S use of the facility and to prohibit further use of District facilities by USING PARTY.

Room Fee	\$	_____
Custodial Fee	\$	_____
Kitchen Fee	\$	_____
Equipment Fee	\$	_____
Other	\$	_____
TOTAL FEE(S)	\$	_____ (Due in advance)

All fee payments required under this Agreement shall be delivered to the address set forth below:

Medical Lake School District No. 326  
PO Box 128  
Medical Lake, WA 99022

USING PARTY is responsible for all fees incurred for additional custodial cleanup and any other fees associated with the use of the facilities. Invoicing will occur following the use. Payment is due upon receipt of the invoice.

**REGULAR SCHOOL DAY (custodian on duty)**

GROUP	SUPERVISION	CUSTODIAN	USE FEE	KITCHEN ASSISTANCE**
<b>Group 1</b> School or Child-Related Groups of other Government Agencies	Negotiable	No charge if majority are Medical Lake students/\$35 per hour otherwise	No Charge	\$30 per hour (if needed)
<b>Group 2</b> Nonprofit Group	Negotiable	No charge if majority are Medical Lake students/\$35 per hour otherwise	No Charge	\$30 per hour (if needed)
<b>Group 3*</b> Commercial Enterprises	Negotiable	\$35 per hour	\$200	\$30 per hour (if needed)

\***Group 3** activities, which are deemed to provide a definite benefit for students and/or members of the community, may be allowed to pay a reduced rate when deemed appropriate by the superintendent or designee. The fee will be based on a cost charged to the community and the District's incurred expenses to include, but not limited to, personnel and utilities. \*\*Minimum of 2 (two) hours

**NON-SCHOOL DAY**

GROUP	SUPERVISION	CUSTODIAN	USE FEE	KITCHEN ASSISTANCE**
<b>Group 1</b> School or Child-Related Groups of other Government Agencies	Negotiable	No charge if majority are Medical Lake students/\$35 per hour otherwise	No Charge	\$30 per hour (if needed)
<b>Group 2</b> Nonprofit Group	Negotiable	No charge if majority are Medical Lake students/\$35 per hour otherwise	No Charge	\$30 per hour (if needed)
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\***Group 3** activities, which are deemed to provide a definite benefit for students and/or members of the community, may be allowed to pay a reduced rate when deemed appropriate by the superintendent or designee. The fee will be based on a cost charged to the community and the District's incurred expenses to include, but not limited to, personnel and utilities. \*\*Minimum of 2 (two) hours

**After-Hours and Non-School Day**

Damage Deposit MAY be required.

A minimal custodial fee of \$35 per hour will be assessed if the facility and/or field are not left clean. If any damage is incurred, parties WILL be responsible for payment.

If payment is not made, parties may no longer be allowed to use the facility and/or field.

If you desire to reserve a gymnasium for a time period overlapping two seasons, the following cut of dates apply.

**Requests for use will NOT be accepted before:**

August 15  
December 1  
March 1  
May 1

**For use encompassing:**

Sept 1 - Dec 31  
Jan 1 - March 31  
April 1 - May 31  
June 1 - July 31

### 3. DAMAGE, INDEMNIFICATION, AND INSURANCE.

**3.1** **Damage.** USING PARTY shall be responsible for and shall immediately pay the cost to repair or replace any real or personal property owned by the District or by a third party that is damaged or destroyed in connection with USING PARTY’S activities under this Agreement, **except to the extent such damages or destruction arises out of negligence, inaction and/or actions of the District, its representatives, employees, and/or agents.**

**3.2** **Indemnification.** USING PARTY agrees to defend, indemnify, and hold the District (“Indemnitee”) and their current and former directors, employees, agents, and representatives, (also, “Indemnitees”), harmless from and against any allegation, claim, demand, suit, cause of action, settlement, judgment, or expense (including attorney fees and all expenses of litigation), (each and all, hereinafter, “Claim”), that may be asserted against any Indemnitee, if a Claim against the Indemnitee relates in any way to USING PARTY’S use of facilities or equipment or property hereunder, **except to the extent such Claim arises out of negligence, inaction and/or actions of the District, its representatives, employees, and/or agents.** This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any allegation of fault or responsibility against any Indemnitee. Attorney fees and litigation expenses incurred in successfully enforcing the obligations of this Paragraph 3.2 shall be paid by the USING PARTY **except to the extent such litigation expenses arise out of negligence, inaction and/or actions of the District, its representatives, employees, and/or agents.**

In the event a Claim is asserted against an Indemnitee by an employee of USING PARTY, USING PARTY hereby knowingly and specifically waives any RCW Title 51 worker’s compensation immunity defenses that otherwise might have been available to it relative to USING PARTY’S defense, indemnity, and hold harmless obligations herein, **except to the extent such Claim arises out of negligence, inaction and/or actions of the District, its representatives, employees, and/or agents;** and the parties hereby acknowledge that, by their authorized signatures below, this waiver of RCW Title 51 immunity has been specifically and mutually negotiated.

Any Indemnitee may bring suit to enforce this Paragraph 3.2, in any court of competent jurisdiction, without complying with the dispute resolution and mediation provisions in Paragraphs 6 and 7 below.

**3.3** **Insurance.** For the duration of this Agreement, USING PARTY shall maintain in force at its own expense the following insurance:

A. USING PARTY  is  is not required to maintain Worker’s Compensation insurance in compliance with RCW Title 51. (District check one box)

B. USING PARTY  is  is not required to maintain liability insurance as follows:

i. A standard “occurrence based” General Comprehensive Liability Insurance policy issued by an insurer authorized to do business in Washington state providing, without limitation, the following: (a) a combined single limit of not less than \$1,000,000 for bodily injury liability and property damage liability; and (b) contractual liability insurance coverage for the defense, indemnification, and hold harmless promises made by USING PARTY to the District elsewhere in this Agreement. (District check one box)

ii. With respect to the insurance policy required of USING PARTY by the immediately preceding subparagraph 3.3.B.i, USING PARTY shall: (a) cause the insurer from whom USING PARTY procures such insurance to issue an endorsement to such policy, naming and protecting the District and their directors, employees, agents, and representatives as additional insureds under said policy and list the District as a certificate holder on USING PARTY’S general liability certificate of insurance, for all purposes and claims made against the District or any of them related to or arising from USING PARTY’S usage of the facilities or property hereunder; and (b) USING PARTY shall

assure that such policy of insurance shall serve as primary-level insurance coverage with respect to any insurance separately procured and maintained by the District, which shall be excess-level insurance.

- C. There shall be no cancellation, material change, reduction of limits or non-renewal of the insurance coverage required by this Agreement without thirty (30) days' written notice to the District.
- D. Before his, her, or its first use of the facilities, USING PARTY  is  is not required to submit to the District such certifications, endorsements, certificates, or other appropriate documents of proof, from USING PARTY'S insurer, establishing to the District's satisfaction that compliance with USING PARTY'S obligations under this Paragraph 3.3 of this Agreement has occurred. The District's election not to require USING PARTY to submit such documentation (or any portion of it) shall not operate to waive or diminish USING PARTY'S obligations to comply with the insurance provisions of this Paragraph 3.3 of this Agreement. (District check one box)

**4. TERMINATION.** The District may cause this Agreement to terminate immediately, without cause, upon receipt by the USING PARTY of written notice via mail or personal delivery to the individual identified below. In the event of a termination by the District, USING PARTY shall have no claim or right to damages as a result of such termination, and USING PARTY shall still be liable for standard usage fees, which may only be waived at the exclusive option of the District. In the event of such termination by the District, USING PARTY agrees to hold the District harmless and release the District from all claims, damages, or actions that result or may result, directly or indirectly from such termination.

**5. NO DUAL EMPLOYMENT.** Nothing contained in this Agreement shall be construed as creating any form of an employment relationship between the District and USING PARTY or between the District and the employees, agents, contractors, or volunteers of USING PARTY. The agents, employees, contractors, or volunteers of USING PARTY shall not be entitled to any rights or privileges of employment with the District.

**6. DISPUTE RESOLUTION.** The following procedure shall be utilized for the resolution of all disputes regarding this Agreement, with the exception noted in Paragraph 3.2 above: (1) USING PARTY and the District Superintendent (or designee) shall meet to resolve the dispute within thirty (30) days of the event giving rise to the dispute; (2) USING PARTY and the District Superintendent (or designee) may, if they deem it advisable, develop and establish mutually agreed upon rules and procedures to implement, clarify, or in any other manner, carry out the purpose of the intent of this Agreement. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action, and damage based on all events giving rise to the dispute.

**7. MEDIATION.** If a dispute regarding the terms, conditions, or breach of this Agreement shall not be resolved by the process described in Paragraph 6 above (and assuming that no waiver has occurred by failure to follow the process in Paragraph 6), with the exception noted in Paragraph 3.2 above, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking judicial resolution (which can only occur as provided for in this Agreement), mediate the dispute using the services of a mutually agreed upon independent mediator. The site of the mediation shall be in Spokane County, Washington. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Failure to strictly adhere to this procedure shall result in a waiver of any claim, grievance, action, and damage based on all events giving rise to the dispute.

**8. MISCELLANEOUS.** The laws of the State of Washington govern this Agreement. If legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington. No waiver of any breach of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the District. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable. This Agreement may not be assigned by USING PARTY without written authorization by the District. Likewise, USING PARTY may not assign USING PARTY'S respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the District. This Agreement shall not be construed to favor or disfavor either District or USING PARTY. Time shall be of the essence in the payment of fees and performance of USING PARTY'S obligations under this Agreement. This Agreement constitutes the entire and

exclusive agreement between the parties regarding this matter and no deviations shall be allowed unless by formal, written, mutual agreement.

**9. RULES FOR FACILITY USAGE.** This Agreement expressly incorporates, and USING PARTY expressly agrees to abide by, the attached “Rules for Facility Usage.”

**10. ASSUMPTION OF RISK AND RELEASE.** USING PARTY understands and assumes the specific risks of its activities in connection with the use of the District’s property. By entering into this Agreement, USING PARTY voluntarily acknowledges and assumes the specific risks of its activities and hereby releases, discharges, and holds harmless the District and its directors, agents, representatives, and employees from all liability arising from its activities in connection with the use of the District’s property, **except to the extent such claims, risks, injury, damage, arises out of the actions, inactions and/or negligence of the District, its representatives, officers, employees and/or agents.** Any accident involving injury to persons or damages to District facilities or equipment occurring during the use of the facilities or equipment shall be reported to the District immediately.

**11. SURVIVAL.** All of the provisions of this Agreement, including, but not limited to, USING PARTY’S defense, indemnification, and hold harmless obligations in Paragraph 3.2, shall survive the expiration, cancellation, or termination of this Agreement.

**12. AUTHORITY.** The undersigned represent that they are authorized to enter into this Agreement.

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

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

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

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

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