



Coeur d'Alene School District 271

FACILITY USE AGREEMENT

For July 1, 2020 – June 31, 2021

REV. MAY 2020

IMPORTANT!

No event shall be scheduled **prior** to the District's approval process with the "Facility Use Agreement" and required certificate of insurance. These documents must be received **AT LEAST 2 WEEKS PRIOR** to the event. **24 HOUR** notice for scheduling an extra practice / event and cancelling an event is needed! **Summer request(s)** (June thru Sept.) need to be requested before June 5th, 2020. **Arrival time** 5 minutes before scheduled time and **departure** 5 minutes after .scheduled

Name of Requesting Organization	Today's Date
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Address	City	State	Zip
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Name of Requesting Organization's Delegated Representative	Daytime Phone	Evening Phone
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Representative's Email

Type of Requesting Organization – see policy 910 for description

A. School District, District-related, Contracted Government
 B. Youth Group
 C. Civic/Service Group
 D. Local (In-district) Religious Group
 E. Local (In-district) Private Interest Group
 F. Non-local Religious Group
 G. Non-local Private Interest Group

"NON RECREATIONAL" request please contact the school that you are requesting. Once you have completed the agreement -- Drop it off at the school requested.

"RECREATIONAL" request please call Rene Dempsey at 208-763-0812 / or email to rdempsey@cdaschools.org or fax 208-676-1011

Name of School Requested for Use (e.g. Lake City High School)

Type of School Facility Requested

Auditorium
 Gymnasium
 Grounds/Field
 Classrooms - # of rooms: _____
 Other: _____

DATE (S) OF USE	TIME (S)
	_____ (AM/PM) to _____ (AM/PM)

DETAILS of Event (e.g. meeting, basketball practice, church function, etc) – All use of school facilities must comply with District 271 Board Policy 910.

Please check services requested and attach a diagram of desired setup.

Registration Tables # _____
 Head Tables # _____
 Tables # _____
 Chairs # _____
 Easels # _____
 Extension Cords # _____
 Lectern # _____
 Overhead Projector # _____
 PA System

Please Note: Restrooms are available only for gym events. For all other events, requesting organization is responsible for providing their own portable restrooms.

Special Notes Regarding Event

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THOROUGHLY AND/OR CONSULT AN ATTORNEY.

If granted permission to use the above property or facility and equipment or services, if any, it is agreed:

- The requesting organization shall provide public liability insurance for personal injury and/or property damage in the amount of \$1,000,000.00.** The District will be named as additional insured on a certificate of insurance which shall be provided to the District with the submission of this Facility Use Agreement.

2. **Payment must be made prior to facility use.** If payment is not received prior to facility use, all scheduled events will be cancelled. Facility fees are nonrefundable, however, a credit will be issued to the requesting organization to use for future facility use if the District receives at least a 24-hour cancellation notice **in writing** through email or fax.
3. The requesting organization (and the undersigned officer, agent, or representative thereof, individually and jointly and severally with the organization) or individual, agrees (A) to pay for any loss or damages to person or property or claims therefore resulting to or arising from the use of school property or facilities by such organization or individual (and those granted access to the facility thereby) when from an occurrence at the property or facility itself during such use, before or after such use, going to or from such use, in or about available parking areas, or otherwise, (B) to reimburse or hold harmless the District and Board of Trustees, and the members, agents, and employees thereof from any such loss, damage, or claim, including but not limited to, it's or their attorney's fees, and, (C) to pay any attorney's fees and costs paid or incurred by the District to enforce any obligations imposed under this paragraph or otherwise in the application.
4. The requesting organization or individual granted use (and those granted access to the property or facility thereby) will abide by all policies, rules, and regulations of the Board of Trustees regarding the use of school property or facilities and the conduct of persons in or on school property or facilities, whether now or hereafter adopted.
5. The use of this property or facilities will not, in any way, interfere with the operations of the District or the programs or activities of the District. If required for District purposes, or for an emergency closure, or if a violation of any rules or regulations occurs, which rules and regulations are incorporated herein, it is understood that the right is reserved in the District to withdraw or rescind the grant of the use of the property or facility on short notice.
6. The activities to be conducted within school facilities shall be designed to foster the attainment of positive educational, cultural, recreational, social or civic goals, and shall in no manner be directed to activities which involve or encourage the violation of local ordinances, state laws, or federal laws.
7. Alcohol will not be possessed, consumed, or brought onto school property or into school facilities. Smoking on school property or in its facilities is prohibited by law and policy, and will not be allowed.
8. No district facilities or equipment will be rented to any profit-making organization or individual for commercial use not directly associated with the schools.
9. No improvements or structures will be constructed upon school property or in its facilities unless approved in writing. No stakes, moorings, or other objects will be placed in the ground or blacktop if such areas are to be used.
10. No posters, banners, or other informational signage may be attached to the walls, doors, or windows unless attachment does no damage (see also Policy KG (Advertising/Signage)).
11. School property, facilities, and equipment will be used in a careful and prudent manner so as to prevent any loss, defacement, or damage to them. Good order and discipline will be maintained.
12. No concessions or other items will be sold in or on school property or facilities unless approved in writing.
13. Within five minutes after the end of scheduled use, the property or facilities will be vacated and left in as good condition as when such use began. Unless payment is made for clean-up and clean-up is specifically requested, the property or facilities will be left in a thoroughly clean condition. Additional charges may result after the use of facilities (e.g., cleaning, damage, etc.) Performance of clean up by the District will not diminish any liability for damage.

I hereby make application for the use of the school facilities and/or equipment indicated on the facilities use application as the delegated representative of the organization indicated, or on behalf of myself, or the group I represent. I further represent I have personally read and understand all of the rules, conditions, and charges listed on this application and listed in the general rules and application policy/procedure. I personally assume responsibility for the proper conduct of individuals attending this function, invitees, or any person who shall attend, for the reimbursement to the Board of Trustees for any damages to school property, for the payment of charges for the use of said facilities and/or equipment, and I further agree to hold Coeur d'Alene School District #271 harmless from any and all claims, causes of action, or damages which may arise out of the use and activity of the user under the terms of this application.

Signature of Requesting Organization's Delegated Representative

Date

Consistent with the terms of this Facility Use Agreement, the following documents are enclosed herewith (check which applies):

Certificate of Insurance as required in Paragraph 1

Diagram of desired room setup, if applicable

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Principal Signature	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Recreational Facilities Coordinator Signature	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Director of Operations	Date

FOR OFFICE USE ONLY

AMENDMENT #1 TO DISTRICT 271 FACILITY USE CONTRACT

This is the first amendment to that District 271 Facility Use Agreement between the Coeur d'Alene School District #271 (the "District") and _____ ("Organization") (the "Contract"). The District and the Organization are collectively referred to herein as the "Parties."

WHEREAS, on March 11, 2020 the World Health Organization declared that the novel coronavirus (COVID-19) had progressed to a pandemic level status;

WHEREAS, in compliance with the direction of the State Board of Education, the District closed its facilities to its students and the general public as of March 16, 2020, which soft closure has been extended through the duration of the 2019-2020 academic year;

WHEREAS, on March 25, 2020, the Governor issued a statewide stay-home order that prohibited, among other things, social gatherings and non-essential activities;

WHEREAS, on April 23, 2020, the Governor issued guidelines for a staged reopening of Idaho titled *Idaho Rebounds, Our Path to Prosperity, Guidelines for Opening Up Idaho* ("Idaho Rebounds"), which outlines the staged reopening of various businesses and activities, including youth activities and camps and is attached hereto;

WHEREAS, on May 1, 2020, the Governor formally issued Stage 1 of the Idaho Rebounds plan (the "Stage 1 Order"). All references to the Stage 1 Order shall incorporate by reference and include any and all subsequently issued orders relating to the implementation of Idaho Rebounds;

WHEREAS, in accordance with the limitations set forth in Guidelines (defined below) the Parties desire to amend the Contract as more specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) Organization recognizes and agrees that during the term of the Contract, Organization's use of District facilities shall be limited to outdoor improvements, such as tracks, tennis courts, softball fields, soccer fields and similar outdoor recreational improvements. Provided however, use of and access to outdoor playground equipment is prohibited until further notice and Organization shall ensure that its members/guests/licensees/invitees are notified of this prohibition. At no time can Organization and/or its members/guests/licensees/invitees access any interior portion of the District facilities except for purposes of using designated restrooms, which use must comply with the other terms and conditions outlined herein.
- 2) Prior to using any District Facility, Organization shall review all guidance issued by (a) the Centers for Disease Control and Prevention regarding the proposed program or usage during this declared state of emergency; (b) the Panhandle Health District, including without

limitation Reopening Guidance for Schools (attached); (c) the Governor of the State of Idaho and/or the Department of Health and Welfare, including without limitation any guidance contained in Idaho Rebounds and the Stage 1 Order and any subsequently issued guidance or orders therefrom; and (d) any other applicable agency guidelines regarding limiting and/or preventing the spread of COVID-19, and amendments thereto. Cumulatively, all of the foregoing orders and guidelines, including all subsequent amendments or updates thereto are referred to herein as the "Guidelines").

- 3) At all times during Organization's use of District facilities, Organization shall operate in full compliance with the Guidelines, and all amendments thereto. In the case of any inconsistency among the foregoing, the most restrictive or limiting protocol/guideline will apply.
 - a) Without limiting the foregoing, Organization agrees to comply with all social distancing recommendations, all cleaning and disinfecting requirements, including cleaning and disinfecting all District facilities after each use, and all other safety protocols that are intended to limit and/or prevent the spread of COVID-19.
- 4) The District reserves the right to immediately terminate the Contract and stop all use of District facilities by Organization if, in the opinion of the District, the Organization has failed to comply with any term of this Amendment, or any protocol/restriction outlined in the Guidelines.
- 5) Organization recognizes and agrees that nothing herein creates a partnership, joint venture or sanctioned activity by the District with respect to Organization's intended use of District facilities.
- 6) Without requiring further amendments to this Amendment, Organization shall be subject to any and all subsequent orders, guidelines, restrictions, protocols and/or similar advisory orders issued by any agency with applicable authority, including without limitation the Governor of the State of Idaho, the Idaho Department of Health and Welfare, the Panhandle Health District, the CDC, and/or any city or county within which the Organization's activities may occur. With respect to the same, the most restrictive protocols/guidelines shall apply.
- 7) Organization recognizes and agrees that by engaging in its intended activity during the COVID-19 emergency, Organization is potentially exposing itself, its staff and members/guests/licensees/invitees to risks, including the risk of property damage, bodily injury and death. Organization understands and recognizes these risks and recognizes that Organization shall be solely responsible for any and all damage, liability and costs (including attorney fees) that may result from or relate to any activity conducted in relation to the Contract or this Amendment.

- a) Organization shall ensure that, prior to use of District facilities, all Organization staff and members/guests/licensees/invitees are made aware of the risks described above and execute the release attached hereto as Exhibit "A." Organization shall be solely responsible for obtaining and maintaining fully executed copies of said releases for a period of not less than six years after expiration of the term of the Contract.
- 8) The Parties recognize and agree that nothing contained in this Amendment or the Contract creates any duty or obligation on behalf of the District to monitor, supervisor or otherwise ensure that Organization, its staff and members/guests/licensees/invitees are using District Facilities or otherwise acting in conformity with the Guidelines or any applicable orders.
- 9) Without limiting any other term in this Amendment, the Organization agrees to release, indemnify and defend the District from and against all liability arising out of or in any way related to this Contract and Amendment(s) thereto, Organization's use of District facilities, or any matter whatsoever.
- 10) Applicable Law/Venue. The Contract will be construed in accordance with the laws of the State of Idaho. Venue shall be in the district courts of Kootenai County, Idaho.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date set forth below.

DISTRICT

Dated: May ____, 2020

BY: _____
 Jeff Voeller – Director of Operations

ORGANIZATION: _____

Dated: May ____, 2020

BY: _____
 ITS: _____

EXHIBIT A

EVENT RELEASE AND ACKNOWLEDGMENT

I, the undersigned "Participant," have volunteered to participate in _____, an event that will occur on property owned by the Coeur d'Alene School District ("District") and administered, operated and controlled exclusively by _____ ("Organization") (the "Event"). For and in consideration of being allowed to participate in the Event and in recognition of my own personal benefit from the Event, I hereby agree as follows:

Acknowledgement. I acknowledge that there is currently in place a state of emergency related to the novel COVID-19 virus and that exposure to the same exposes me (and those around me) to risks of serious bodily injury (including death) and property damage. I acknowledge that by participating in the Event, I may be exposing myself to the virus and the risks associated therewith. I further acknowledge that at all times while participating in the Event, that (i) I am in good health; (ii) I have no symptoms related to COVID-19 nor do any of my family members or others with which I have had personal contact within the last twenty-one days; (iii) I have no physical conditions that affect my ability to participate in the Event and (iv) I have not been advised otherwise by a medical practitioner. I expressly acknowledge that it is my responsibility to ensure that I am covered by appropriate insurance to cover the risks presented by participating in the Event.

Assumption of the Risk. I acknowledge and agree that my participation in the Event may expose me to hazards or risks that may result in my illness, bodily injury, emotional injury, loss, death and/or damage to property. I understand and appreciate the nature of such hazards and risks and I, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, assume all risks inherent in my participation in the Event.

Release. I, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, release, waive, discharge and acquit DISTRICT, its governing board, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys' fees), damage, loss, injury, expense, cause of action, dispute and cost that may arise from, result from or occur during my participation in the Event, including my coming and going from the Event, whether caused by the negligence of DISTRICT, its governing board, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Indemnity. I agree to indemnify, defend and hold harmless DISTRICT, its governing board, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during my participation in the Event, whether made by me or on behalf of me to the extent permitted by law, and whether caused by the negligence of DISTRICT, its governing board, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Infancy. The undersigned "Parent/Guardian" for and in consideration of their minor child, the Participant, being able to participate in the Event, hereby agrees as follows:

Parent/Guardian expressly authorizes Participant to participate in the Event and acknowledges that (i) Participant is in good health; (ii) Participant has no symptoms related to COVID-19 nor do any of Participant's family members or others with which Participant has had personal contact within the last twenty-one days; (iii) Participant has no physical conditions that affect Participant's ability to participate in the Event and (iv) Participant has not been advised otherwise by a medical practitioner. Parent/Guardian expressly acknowledge that it is my responsibility to ensure that Participant is covered by appropriate insurance to cover the risks presented by participating in the Event.

Parent/Guardian acknowledges and agrees that Participant's participation in the Event may expose Participant to hazards or risks that may result in Participant's illness, bodily injury, emotional injury, loss, death and/or damage to property. Parent/Guardian understands and appreciates the nature of such hazards and risks and Parent/Guardian, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, assumes all risks inherent in Participant's participation in the Event.

Parent/Guardian, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, releases, waives, discharges and acquits DISTRICT, its governing board, officers,

employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys' fees), damage, loss, injury, expense, cause of action, dispute and cost that may arise from, result from or occur during Participant's participation in the Event, including Participant's coming and going from the Event, whether caused by the negligence of DISTRICT, its governing board, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Parent/Guardian agrees to indemnify, defend and hold harmless DISTRICT, its governing board, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during Participant's participation in the Event, whether made by Parent/Guardian or Participant or on behalf of Participant to the extent permitted by law, and whether caused by the negligence of DISTRICT, its governing board, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Understand. Parent/Guardian and Participant acknowledge and agree that they have read this agreement in its entirety, understand the terms herein and agree to be bound thereby.

Severability. If any provision of this agreement shall be found to be void, such determination shall not affect any other provision of this agreement.

DATED this ____ day of _____, 20____.

PARENT/GUARDIAN: _____

PARTICIPANT: _____

PRINTED NAME: _____ NAME: _____

PRINTED

