

2022-23 SEASON - TERMS OF AGREEMENT

The USER agrees to the following terms:

- User must execute and submit the listed forms below to the District's Facilities Office:
 - Terms of Agreement
 - Facility Use Liability Release FormFailure to supply these forms will result in denial of request. Forms and instructions on how to request facility use can be found on the Districts website, under Facilities Services.
- Hold the DISTRICT harmless for any malfunction, injury, liability, or property damage incurred by person or persons using DISTRICT facilities except those claims that arise from the intentional, negligent or willful misconduct of the DISTRICT.
- Users and participants must observe all federal, state, county, and local laws.
- Users must comply with the DISTRICT Board Policies related to facility use, which can be found on the District's website under Facilities Services. Titles are:
 - Community Use of District Facilities - Policy KG
 - Community Use of District Facilities and Grounds - Policy KG AR
- Permit no smoking or other uses of tobacco products, alcoholic beverages or other controlled substances on DISTRICT property. DISTRICT has the right to shut down the event immediately if not followed.
- Promptly pay the actual costs incurred during use of the facility.
- Provide documentation of liability insurance to the DISTRICT prior to 1st use.
- Provide documentation of non-profit status, if eligible.
- Make restitution for any damage incurred during use of the facilities and/or equipment.
- Certify that the organization has an open membership and complies with all federal, state, and municipal equal opportunity laws and regulations regarding discrimination.
- Leave the facility in the condition found or better. Otherwise additional fees could be assessed by DISTRICT. The space will be delivered to the User "as is."
- No open flames such as candles, torches, barbecues shall be used on school property.
- Do not plug any computer or electronic device into the OTSD's District network.
- User must not bring or dispose of any hazardous materials on school property.
- The DISTRICT maintains the right to arrange for security, technical assistance, kitchen staff, and custodial services as needed at the users expense. All indoor facility use activities must have a designated DISTRICT employee onsite to ensure compliance with all Board Policies. The DISTRICT will make their best effort to supply this monitor at the Users expense. If a monitor can not be provided, the request will be denied. Security, Technology Staff, Kitchen Staff and Custodians can serve as monitors if designated by the District.
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- Renter is responsible for set-up and take-down within the rental time.
- Only District equipment agreed to in advance may be used.
- Notify the Facilities office if you are bringing in other equipment.
- Notify Facilities office of cancellation no less than two working days prior to the event date to avoid incurring charges.

If a key/key card is checked out, the USER agrees to:

- Not loan or duplicate any key. Lost or stolen key(s)/card must be reported to the Facility Rental Office immediately. Return key/key card within 5 working days of the date of the event.
- Be responsible for the cost of replacement of key(s)/card and may be liable for the cost of rekeying if required for security of the building and/or area.

Requirements Based on Covid-19 Guidelines:

- Users must download and execute the "Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including Covid-19)" from the OTSD website, acknowledging that the User understands the hazards of the novel coronavirus ("COVID-19"), and agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause. User will submit the addendum to the Facilities Department prior to approval of request.
- Additionally, Users must understand and adhere to Oregon School Activities Association (OSAA) and the Oregon Department of Education (ODE)'s continued guidance and restrictions surrounding Covid-19, including closures, where applicable.
- The User will adhere to the Oregon Health Authority (OHA) guidelines, the Oregon Governor's executive orders and guidelines, and applicable county requirements, including but not limited to, social distancing protocols, hand washing and sanitizing, group sizes, and mask requirements. The User will take all necessary precautions as provided by the Center for Disease Control (CDC) and federal, state, and local governments.

Please list the full names of all head coaches (or instructors if this is academically-based) and their after-hours contact information (attach more paper if necessary).

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

Name _____ Phone _____

I agree to adhere to these Terms of Agreement. I will also adhere to the Districts Board Policies for Community Use of District Facilities. I understand that failure to comply with the terms of this agreement may result in immediate suspension or termination of facility use within the District.

Signature: _____

Printed Name: _____

Date Signed: _____

Name of Organization: _____

Please contact Oregon Trail School Districts' Facilities Department for questions regarding this agreement.

Oregon Trail School District #46
Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)

Name of User/Business/Group: _____

Phone Number: _____ Email: _____

Address: _____

Facility being requested: _____

Description of Activity (Activity): _____

Communicable Diseases Including COVID-19: The novel coronavirus (“COVID-19”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Oregon Trail School District cannot completely mitigate the transfer of communicable diseases like COVID-19. [Name of group using facility] understands there is some risk associated with using District facilities and assumes said risk. Use of District facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.** User understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention (“CDC”) guidelines; and federal, state, and local orders regarding COVID-19. User acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

Indemnification: In consideration for use of the Oregon Trail School District’s property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of User’s failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District’s facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: User understands that the District does not carry insurance for communicable diseases including Covid-19 and User is financially responsible for any injuries, demands, damages, lawsuits and defense costs, arising from User’s activities and use of District facilities that are sustained by any communicable disease, including but not limited to, COVID-19. The User agrees to carry, maintain, and provide proof of insurance of at least the minimum requirements as stated in its rental/facility use agreement attached.

Oregon Trail School District #46
Facility Use Liability Release and Hold Harmless Addendum (Communicable Diseases including COVID-19)

COVID-19 Termination. The District may terminate this Agreement immediately and without notice if it is found that User has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments. Either District or User may cancel this agreement in the event of a Covid-19 related reason. In the event User terminates this Agreement, User remains responsible for the full amount of the facility use fee and this money will not be refunded to User.

User certifies to have read this document and fully understand its contents.

Signature of User or User's Authorized Representative: _____

Printed Name of Authorized Representative: _____

Date: _____

Oregon Trail School District #46 Facility Use Liability Release Form

Name of User/Business/Group: _____

Phone Number: _____ Email: _____

Address: _____

Facility being requested: _____

Description of Activity: _____

Indemnification: In consideration for use of the Oregon Trail School District's property, **User agrees to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for User, its members, employees, agents, contractors, suppliers, or guests. User also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to User, or to its property, or losses of any kind which may result from or in connection with the use of the District's facility, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **User certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers, or guests.**

Insurance: The User agrees to carry, maintain, and provide proof of general liability insurance coverage with limits of not less than \$1 million per occurrence and to name the District as a named insured under the general liability insurance policy.

Property Damage: User agrees to reimburse the District for damage to the District's property that is caused by User or User's members, employees, agents, contractors, suppliers, or guests.

Alteration, addition, or improvement: User shall not make alterations, additions, or improvements to District property or equipment. If User makes an alteration, addition, or improvement in breach of this agreement, then the District in its sole discretion may require User to remove the alteration, addition, or improvement and restore the property to its original condition at User's expense; these expressly stated remedies are in addition to all other available remedies.

Repairs, Maintenance, and Cleanup: At User's sole expense, User shall maintain in good repair the areas of the District's property utilized under this Agreement. As determined by the District's sole discretion, User agrees to repair, replace, or compensate the District for any cleanup required or for any damage sustained to District property arising from User's use of District property. Upon User's completion of use of the District's property, the User shall leave the property in the same or better condition as received.

Right of Entrance: The District retains the right to enter District property at all times during the term of this Agreement, including the property being used by User under this Agreement.

Oregon Trail School District #46 Facility Use Liability Release Form

Accessibility: The District warrants that the District's facilities comply with all applicable regulations and guidelines of the Americans with Disabilities Act. The District has made every effort to make its premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. User shall be responsible for compliance with the ADA in connection with activities that are controlled by the User, and the District shall not be liable for any loss resulting for User's failure to comply.

Anti-Discrimination Policy: User warrants that it does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, or any other protected status. The District reserves the right to deny use of District facilities to groups that do not comply with the District's anti-discrimination policy.

Bloodborne Pathogens: User agrees to adhere to the federal and state OSHA standards pertaining to bloodborne pathogens and any necessary clean-up of blood or other body fluids.

District's Name/Logo: All uses of the District's name or logo must be approved in writing by the District's Superintendent prior to use. User shall not state or imply that the District sponsors or endorses User or is responsible for User.

District's Policies: User agrees that the school property will be used in accordance with the District's rules and School Board policies. Note that smoking, or the use of any drug, alcohol, or tobacco products, is prohibited on all District property, including buildings and outdoor areas.

Modification: No modification, amendment, or alteration to the terms or conditions contained herein shall be effective unless contained in a written document and signed by the District's Superintendent.

Severability Clause: This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Waiver: Failure by the District to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the District of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

User certifies to have read this document and fully understand its contents.

Signature of User or User's Authorized Representative: _____

Date: _____