

	<p>COMMUNITY USE OF MEMORIAL STADIUM</p>	<p>Policy No. 4262 February 5, 2014 Page 1 of 9</p>
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Introduction

Memorial Stadium, located within the Seattle Center, seats about 12,000 people and accommodates activities of a traditional athletic nature, primarily football and soccer games. It is equipped with stands, locker rooms, press box, ticket booths, stadium office, field lights, and score board. Up to 70 parking spaces are sometimes available for use on the field.

A. ELIGIBLE GROUPS AND ACTIVITIES

Community groups, agencies and special interest groups, both commercial and nonprofit, are eligible to use Memorial Stadium as long as:

1. The activity would not harm or potentially harm the 'facility or the School District's relationship with the community;
2. Satisfactory sponsorship and adult supervision are provided;
3. The activity would not violate School Board policy, City ordinance, or state or federal law.

The Seattle School District does not discriminate based on sex, sexual orientation, race, national origin, age, and/or handicapping condition.

Priority Users

Seattle School District programs have priority for use of Memorial Stadium. After the school program has been established and its needs are met, other groups or individuals may rent the facility on a first come, first served basis. Memorial Stadium is not included in the interagency facility use agreement between the District and the Seattle Parks Department or any other public agency.

Group I activities include Seattle School District initiated student or employee activities, including the fair share of League, WIAA state-level playoff events hosted by the Seattle School District. There is no charge for Group I.

Group II includes non-profit organizations/activities and these are further

categorized as follows:

Group IIA - K-12 population - non-community based: This category covers character building activities for children from Seattle. For example, the Greater Seattle Junior Football Tourney and the Cascade Drum and Bugle Corps.

Group IIB - K~12 population - non-community based: This category includes character building activities for children primarily from outside Seattle. For example, WIAA playoffs beyond the fair share hosted by the Seattle School District, Kingco football championships, and practices for football teams, bands, etc. from outside the Seattle School District.

Group IIC - Adult groups/activities - community based: This category includes adult activities whose participants are primarily from Seattle. For example, Seattle Pacific soccer practice and games, Seattle Police Guild football practice, and Calvary Fellowship concerts.

Group IID - Adult groups/activities - non-community based: This category includes non-student activities whose participants primarily live outside Seattle. For example, the American Heart Association football games.

Group III - For profit/commercial organizations: This category covers activities which are sponsored by profit-making organizations such as the Coca-Cola sponsored kick-pass-punt event.

B. STADIUM USE CHARGES

Costs for using Memorial Stadium depend on what facilities are used, what School District services are needed, the hours of use, and the category of users. Direct and indirect cost rates are periodically revised, but the 1988 rates are shown on table 1.

Group I - No charge.

Group II - If no admission is charged, the rental fee for Group II activities is as follows:

Group IIA - Group IIA activities are charged direct costs.

Group IIB - Activities are charged direct costs plus 50% of the indirect cost rate.

Group IIC - are charged direct costs plus 75% of the indirect cost rate, and Group 110 are charged direct costs plus 9% of the indirect cost rate.

Any admission charges should be designed to cover only the cost of programs

and facility use. When admission is charged, the rental rate is either the same rate as described above or 1 % of admissions, less cost and tax, whichever is greater.

Group III - This category is charged direct costs plus 110% of the indirect cost rate or 1 % of the admission fee, whichever is greater.

C. PROCEDURAL INFORMATION

Application Procedures

Applicants must make sure they can meet the requirements that govern the use of Memorial Stadium. Then they must tentatively reserve the facility by calling the Coordinator of Athletics at 281-6244. Use of the facility is not guaranteed until a completed lease agreement is signed and on file at the Athletic Office.

At least one month before the desired event, an applicant must submit a letter of application to the Coordinator of Athletics for the Seattle School District, 401 5th Avenue North, Seattle, Washington 98109. The letter should indicate:

1. The group sponsoring the activity;
2. The date(s) and time(s) of requested use;
3. A description of the event, including any pre-game or half-time activities;
4. The facilities requested for use (for example, locker room, field, press box, ticket-booth, stadium office, field parking, one or both sides of the stands);
5. Any set-up time required such, as for setting up scaffolding or staging areas;
6. The amount of time for removing any equipment such as scaffolding;
7. The time the initial crew would like to arrive on the day of the event;
8. The starting and anticipated ending times for the actual activity;
9. The number of participants (or number of teams) and the number of spectators expected;
10. Whether use of the PA system or score board is requested and if so, who would operate them;
11. Any equipment, implements, or fixtures that the group intends to bring to the facilities such as staging areas, orange cones, tripods, portable risers, and props for half-time events; and
12. Whether the group plans to sell anything at the event and if so, what.

After the Coordinator of Athletics receives the letter of application, he/she will schedule a meeting to discuss it with the applicant. Unless the requested use is denied, the Coordinator of Athletics will prepare a lease agreement to be signed by the School District and the user. A lease signed by both parties constitutes approval of the requested use. The lease outlines the rules that apply and states the rental charges as calculated by the Coordinator of Athletics (or his/her designee).

If an applicant wants to protest a rental charge or a denial of Stadium use,

he/she may refer the matter to the Property Manager and then the Assistant Superintendent of Capital, Facilities and Enrollment Planning.

Damage Deposit and Payment of Rental Fee

A damage deposit and other additional services fees, e.g., electrical hook-ups must be paid in advance. Unanticipated charges, such as for extra custodial time, will be billed when the event is over and are due within one week of billing.

All payments must be made by cash or certified check payable to the Seattle School District and delivered or mailed to the Athletic Office, Seattle School District, MS

Direct Costs:		<u>SSD</u>	<u>Non-Profit</u>				<u>Profit</u>
		Group I	Group IIA	Group IIB	Group IIC	Group IID	Group III
Stands	*CL	N/C	\$138.00 Ea/use	\$138.00 Ea/use	\$138.00 Ea/use	\$138.00 Ea/use	\$138.00 Ea/use
Locker Room	CL	N/C	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use
Field	CL	N/C	\$88.00 Ea/use	\$88.00 Ea/use	\$88.00 Ea/use	\$88.00 Ea/use	\$88.00 Ea/use
Press Box	CL	N/C	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use	\$12.50 Ea/use
Ticket Booth	CL	N/C	\$3.00 Ea/use	\$3.00 Ea/use	\$3.00 Ea/use	\$3.00 Ea/use	\$3.00 Ea/use
Stadium Office	CL	N/C	\$9.00 Ea/use	\$9.00 Ea/use	\$9.00 Ea/use	\$9.00 Ea/use	\$9.00 Ea/use
Field Lights		N/C	N/C	N/C	N/C	N/C	N/C
Custodian Supv.		N/C	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use
Stadium Mgr. Supv.		N/C	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use	\$30.00 hr/per use
Indirect Costs		N/C	N/C	\$50.00	\$75.00	\$90.00	\$110.00

Indirect costs include:

- Capital Investment Turf
- Amortization Maintenance
- Utilities
- District Administrative Services

*CL = Cleaning

Cancellation

The School District reserves the right to cancel a Stadium lease when it is in the

best interest of the District to do so. If a lease is canceled, the District will refund any advance payment made. The tenant will not be reimbursed for other expenses and has no right to damages.

D. RULES AND REGULATIONS

The following rules apply to anyone who leases Memorial Stadium. The lease agreement may specify additional requirements and supersedes this list if the two conflict. In this list, the group or individual who leases the facility is referred to as the tenant.

Insurance: The tenant must obtain personal injury liability insurance with limits of \$1,000,000 (one million dollars) per person and \$1,000,000 (one million dollars) per occurrence. The certificate of insurance must name the Seattle School District as an additional insured and must be delivered to the Coordinator of Athletics at least two working days before the event. The policy must state that it can't be canceled or altered without ten days' prior written notice to the Seattle School District's Coordinator of Athletics.

Accidents and Indemnification: The tenant must protect, indemnify and hold harmless the Seattle School District and its officers and employees from any; claims, liabilities, damages, expenses or rights of action directly or indirectly growing out of the tenant's use of the facilities.

Supervision and Event Management: The tenant is solely responsible for the conduct of anyone admitted to the premises by the tenant, the tenants agents or employees. Therefore, the tenant must have adequate supervisory and security personnel to insure orderly conduct and the safety of property and people. The tenant must also make sure no one enters areas of the premise that aren't leased.

The School District may require that a given number of security personnel be on hand and/or that a designated School District employee be on duty as a Stadium manager. (The costs for any School District employees is included in the rental fee, and the costs for private security personnel are paid directly by the tenant.)

The School District reserves the right to eject any objectionable person(s) from the premises and the tenant cannot claim damages against the School District for ejecting anyone.

Equipment and Facilities: Only those facilities and equipment agreed to in the lease are available for the tenant's use. When the use of equipment is allowed, a competent operator must be in charge.

The School District will not make or allow alterations to its facilities and equipment, except with the approval of the Assistant Superintendent for

Capital, Facilities and Enrollment Planning. For example, the PA system cannot be adjusted, rows of bleachers cannot be removed, and fixtures such as eyebolts and other hardware cannot be applied to the facilities. (See also the section on Care of the Premises.) Alterations with a projected construction cost over \$100,000 shall require the same approvals as a contract under Board Policy No. 6220.

Parking: Parking privileges are not included unless specified on the lease.

Care of Premises and Responsibility for Damages: The tenant must not mark the premises. For example, nails, hooks, tacks, or screws cannot be driven into the buildings, structures, fields or stands. Nails, etc., are prohibited on the premises except as provided in the lease agreement.

The tenant must make sure the water closet is used only for its intended use. For example, rubbish, rags, paper and other substances must not be thrown inside it.

The synthetic surface of the field is fragile. Use of the field is allowed only for football, soccer, lacrosse, field hockey, rugby, cricket, softball, baseball, physical exercises, physical education activities, playground surfaces, marching band, military drills, maintenance vehicles using pneumatic rubber tires, pedestrian traffic and other similar uses.

Additional rules pertaining to field use are as follows:

1. The tenant must keep all non-participants and unauthorized persons off the field;
2. All participants using the field must wear a molded sole shoe or tennis shoe;
3. Crepe paper, soft drinks, gum, coffee, food and other items that would stain or damage the surface must be kept off the field;
4. Motor vehicles are prohibited on the field unless permission has been obtained; and
5. Nothing may be set up on the field unless permission has been obtained and any required provisions are followed.

If the facility is damaged by the act, default, or negligence of the tenant or the tenant's agents, employees, patrons, guests or any person admitted to the premises by the tenant, the tenant must pay the cost of repair.

Animals: Spectators cannot bring animals on the premises. Animals are generally not allowed as part of performances, but occasionally the District will make a written exception to this rule.

Concessions: Only the Seattle District can sell or dispense food or beverages on the premises, unless expressly permitted by the use agreement. The tenant cannot sell anything except souvenir programs unless it gets the written

consent of the Seattle District.

Drugs, Alcohol, and Glass Containers: Alcohol, illegal drugs, and glass containers are prohibited. The tenant is responsible for making sure none are brought on the premises.

Fire Safety and Insurance Standards: The tenant must not violate the provisions of any insurance policy for Memorial Stadium or cause the rate of insurance to be increased.

Fireworks are prohibited. Flammable liquids such as oil, camphene, kerosene, naphtha, and gasoline are prohibited for any purpose unless the tenant has obtained written permission from the Coordinator of Athletics. Similarly, the use of anything other than electricity for lighting is prohibited unless written permission is obtained.

Signs: Signs, advertisements, show bills, lithographs, posters, etc., are not allowed except by prior written permission and in designated areas. Permission is never given for posting signs, advertisements, etc., that are unrelated to the tenant's event, and the School District reserves the right to remove objectionable signs, advertisements, etc. Readerboard use is restricted to messages of the School District and District-sponsored activities.

Lost and Found: The School District has sole custody of articles left on the premises. Such items must be turned in to the Stadium manager, or the custodian's office, at the northeast corner of the field level.

Access: The School District's agents and employees maintain the right to enter any part of the premises at any time.

Ticket Sale Funds: The School District has the first lien and claim on the tenant's ticket receipts for any money the tenant owes it. The District has the right to sell and take tickets related to the leased event. It can hold ticket sale funds to obtain money the tenant owes, but in other respects, its handling of ticket receipts and funds must be for the tenant's benefit. The School District is responsible for mishandled funds only if it is grossly negligent or acts in bad faith.

Vacating the Premises: The tenant must leave the premises in its original condition except for normal wear and tear. By the ending time on the lease, the tenant must remove all equipment, supplies, and materials that the tenant brought. If the tenant leaves any property, the School District can remove it at the tenant's cost or can charge the tenant rent until it is removed. If rent is charged, it is at the same rate the tenant was charged for renting the facility.

Assignment: The tenant may not assign the lease agreement, let anyone else use the premises, change the use specified in the lease, or sublet the premises

without written approval of the School District.

Damage or Destruction Rendering the Facility Unusable: If an unforeseen occurrence, such as a fire or earthquake makes it impossible for the School District to fulfill the lease, the lease terminates. In that case, the tenant pays rent at the specified rental rate only for the time the facility was usable. The tenant must waive all claims for expenses or other damages that result from the termination.

Vacancy During Term of Lease: If the facilities are vacated before the time specified in the lease, the School District can rent them to someone else. Rental fees from the new tenant are first used to cover the cost of re-letting and then to pay any rent still due from the original tenant. Any surplus amount belongs to the School District.

If requested, the original tenant must pay what it owes for its rental fee minus the net rental fee from the new tenant. The School District is not obligated to try to re-let the facilities. If the facilities are not re-let, the original tenant must pay the full amount of its rental fee.

Failure to Comply: If the tenant does not pay the rental fee or does not comply with other lease requirements, the School district can cancel the lease and remove all persons and property related to the tenant's use of the facility. If this happens, the tenant is still responsible for paying the entire rental fee.

Validity of the Lease: If the School District fails to enforce or waives one or more of the lease provisions, the remaining lease provisions still apply.

Costs, Attorney's Fees, Applicable Laws: If either the School District or the tenant violates the lease and the other party files suit, whoever wins the lawsuit is entitled to recover attorney's fees and taxable costs as part of the judgment. Washington State laws govern the interpretation of the lease, and the Superior Court of the State of Washington for King County has sole jurisdiction over legal challenges.

Compliance With School District Rules and Applicable Laws: The tenant must comply with applicable School District rules, City ordinances, and state and federal statutes and regulations. If the tenant learns that it, its employees, or anyone it admitted to the premises, is violating an applicable regulations, the tenant must immediately correct the violation.

Adopted: September 2011
Revised: February 2014
Cross Reference:
Related Superintendent Procedure:
Previous Policies: E56.00

Legal References:
Management Resources: