## **GENERAL RULES AND REGULATIONS FOR USE OF SPS FACILITIES**

- The contact person and the person of record submitting the online request for use of SPS facilities/properties must be 18
  years or older and will be considered the representative(s) of the organization and will be responsible for recoverable
  fees/costs associated with use of SPS facilities, buildings or property. Acceptance of rules constitutes a legally binding
  document.
- 2. Applicant/Organization is responsible for the safety and conduct of its participants and spectators.
- 3. The Applicant/Organization agrees to fully comply in accordance with the adoption of policies for the management of concussion and head injury in youth sports; as amended in RCW 4.24.660 and chapter 28A.600 RCW if applicable. Access to school facilities may not be granted until all requirements are completed and approved by the school district and/or designee.
- 4. An SPS employee must be present at all times when a school building is open for use by any group to render such service as is necessary in the operation of lights, heat, ventilation, unlocking, and locking the building. All meetings shall close at least 15 minutes before the time approved on the permit to allow the building to be completely vacated.
- 5. All organizations using school facilities shall provide an adult supervisor who shall remain with the group during all activities and be responsible for the group's conformance with applicable rules and regulations.
- 6. Applicant/Organization accepts the rented facility or building in "as is" condition and it is the responsibility of the Applicant/Organization to inspect the rented playfield or facility building for damage or dangerous conditions, including but not limited to holes, broken items, debris, water spills, or other dangerous conditions on the property. It is the responsibility of the Applicant/Organization to notify the District of any damage or dangerous conditions found on the premises.
- 7. Applicants will generally be required to provide proof of coverage for Commercial General Liability Insurance with limits of \$1,000,000 each occurrence. Seattle Public Schools must be named as an additional insured on any policy. The insurance company must have an A. M. Best rating of A- or better. Coverage shall not be cancelled or reduced without thirty (30) day's written notice to the district. The certificate may be emailed to <a href="mailto:buildingrental@seattleschools.org">buildingrental@seattleschools.org</a>. The address on the certificates should be: Seattle Public Schools, Building Rentals MS: 23:311, PO Box 34165, Seattle WA 98124-1165.
- 8. The Applicant/Organization shall protect, hold harmless, indemnify, and defend SPS and SPS officers and employees from any and all liabilities, claims, lawsuits, or rights of action directly or indirectly growing out of the use of the premises covered by the permit due to negligent acts of applicant, it agents, employees, invitees, or subcontractors. In the event SPS incurs attorney fees and/or costs in the defense of claims or lawsuits under this section, such fees and costs shall be recoverable from the Applicant/Organization.
- 9. Kitchen use is prohibited by anyone except Nutrition Services. Nutrition Services must be contacted to request use of kitchen at 206-252-0675 prior to scheduling online. In Washington State all persons working in food handling area must now have a Food Handler Permit. Separate rules must be followed for use of concession stands. This information is found on the <u>Building</u> Rentals webpage.
- 10. Tables, chairs, desks and other furniture and equipment shall not be moved from one room to another unless specifically mentioned on the permit and by or under the direct supervision of an SPS employee. Extra or unusual services for programs or activities must be identified on the online schedule.
- 11. Any type of advertising material may be distributed only during the times and in the areas specifically designated.
- 12. The Applicant/Organization shall not practice discrimination of any kind.
- 13. Boisterous conduct, profane or other improper language will not be tolerated.
- 14. Alcohol, marijuana, drugs, and weapons (guns, knives, and other dangerous weapons) are not allowed on SPS property at any time.
- 15. Smoking and the use of tobacco products are prohibited on SPS property. The term "tobacco products" shall include but it is not limited to cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco, nicotine, electronic devices, non-FDA approved nicotine delivering devices chemicals or devices that produce the same flavor or physical effect of nicotine substances; and any other smoking equipment, material, or tobacco innovation. The district prohibits the use of open flames, candles, and fires of any type inside or outside the facilities.
- 16. All events will be required to meet the occupancy load and fire and safety regulations of SPS, the City of Seattle, and the State of Washington.
- 17. Games of chance, lotteries and the giving of door prizes are not allowed except as permitted by law and then only with proper clearances, if applicable, from the State Gambling Commission.

- 18. Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, and using masking tape on walls and floors, etc.
- 19. Applicants are required to remove at their expense, decorations, materials, and equipment, furnishings or rubbish left after use of school facilities. Building rentals at SPS facilities is granted for hourly use. Storage is not provided at the end of daily or nightly use.
- 20. All groups shall leave the school facilities in the same order and condition in which they found them. SPS reserves the right to recover the cost of lost, broken or damaged items that occur during the use of the facility. The signature organization will be responsible for cost replacement.
- 21. The use of facilities shall be restricted to those spaces and times specifically covered in the use agreement. Rentals are for the space/facility only and do not include special equipment or lighting. Please check with the school prior to scheduling for availability of special equipment.
- 22. Administrative offices and individual schools may compile and post in a conspicuous location other supplemental special rules, which are applicable to specific situations and locations.
- 23. All groups shall comply with City Ordinances and put recyclable material into the mixed blue recycling containers located throughout the building. This includes paper, plastic cups/bottles/jugs, metal, glass, milk and juice cartons. Compostable materials such as food and food soiled paper must be put into the green compost containers located in the cafeteria, kitchen, staff lounge, and classes where food is cooked. Go to www.seattle.gov/util/MyServices/LookItUpWhatsAccepted for information about what is recyclable and compostable.
- 24. SPS will not be responsible for losses of personal property by individuals or groups when buildings are being used for a scheduled activity.
- 25. Per Federal copyright law, all organizations must obtain permission from the copyright holder if the work, program or performance is copyrighted.
- 26. Request fees must be mailed to the Building Rental Office in advance, unless other arrangements have been agreed upon and approved by the Building Rental Event Coordinator. All fees for a single use of a facility must be paid at least ten (10) working days before the scheduled use. We only accept checks or money orders. We do NOT accept cash or credit cards.
- 27. The Applicant/Organization shall notify both the school building and Building Rental Event Coordinator of any cancellation of previously scheduled event at least five (5) working days prior to the scheduled use. Changes/Cancelations must be submitted in writing. In case of failure to do so, SPS may invoice for expenses incurred in preparation for use of the facility requested.
- 28. Changes to an online request *may* be accommodated on the same online request. Changes/cancelations must be emailed directly to <a href="mailto:buildingrental@seattleschools.org">buildingrental@seattleschools.org</a>. The Request ID No. must be provided to initiate the change/cancelation and received by the Building Rentals Office no later than **five (5) working days** prior to the date impacted by the revision. A change fee will be assessed for each change (first one is free).
- 29. SPS reserves the right to cancel any Request for good cause. All facility use is canceled when the facility/building is closed due to an emergency and/or inclement weather. In the event of such cancellation, there shall be no claim or right to damage or compensation on account of any loss, damage, or expense whatsoever endured by the Applicant as a result of such cancellation.

Rules acknowledged electronically upon log in requesting facility use online.

Revised August 2020