



## 2021-22 COVID-19 SEASON TERMS OF AGREEMENT

1. The **DISTRICT** agrees to provide the facilities, listed on the reverse side of this form.
  - It is further agreed that said facilities will be in reasonable operating order.
2. The **USER** agrees to:
  - Execute a written "Waiver of Liability and Hold Harmless Agreement" related to COVID-19, acknowledging that the User understands the hazards of the novel coronavirus ("COVID-19"), and is familiar with, and will adhere to, the Oregon Health Authority ("OHA") guidelines, the Oregon Governor's executive orders and guidelines, and applicable county requirements.
  - Observe all federal and state laws, policies of the **DISTRICT** and regulations of the Superintendent or principal of the school at which the premises to be rented are located including but not limited to Policy FAC-A011 Use of District Facilities and Procedure FAC-P011 Use of District Facilities.
  - 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 event if not followed.
  - 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**.
  - Promptly pay the actual costs incurred during use of the facility.
  - Provide documentation of liability insurance to the **DISTRICT**.
  - 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 condition found or better. Otherwise additional fees could be assessed by **DISTRICT**.
  - No open flames such as candles, torches, barbecues shall be used on school property. No fog machines.
  - All electrical/sound equipment must be UL approved, be in good condition and have intact grounding plugs. (All plugs must be 3-prong).
  - Do not plug any computer or electronic device into the SKPS District network.
  - User must not bring or dispose of any hazardous materials on school property.
  - The **DISTRICT** maintains the right to arrange for security or custodial services as needed at the users expense.
  - Any changes need to be made at least 5 working days in advance.
  - Renter is responsible for set-up and take-down within the rental time.
  - Only District equipment agreed to may be used.
  - Notify 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.
3. 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 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.
  - Abide by the District's Key Control Procedure SEC-P004.