



WASHOE COUNTY SCHOOL DISTRICT FACILITY USE APPLICATION TERMS & CONDITIONS

The operation and maintenance of such premises is under the jurisdiction of the Washoe County School District and the User is subject to its power and authority. In consideration of the mutual covenants herein contained, the parties agree as follows:

DEFINITIONS: As used herein, the following terms shall have the following meanings,

- A. "Site" shall mean the Washoe County School District, abbreviated as WCSD.
- B. "Facility" shall mean the WCSD facility (site, building and/or room) scheduled.
- C. "User" shall mean the contracting party to this agreement.
- D. "Board of Trustees" shall mean the Board of Trustees for the Washoe County School District.

1. Subject to the terms and conditions hereof, the WCSD representative grants to the User the right and privilege to use the herein described facility located in the premises stated on the WCSD Facility Use Application.

2. The terms of this agreement shall be for the following date(s) and times only as outlined in the WCSD Facility Use Application. The days and dates may not be changed without written authorization and approval of the Site Administrator and the Facilities Use Administrator.

3. The User of the premises is subject to the payment of all fees as described in the WCSD Facility Use Application at the time the completed application is presented to the Site Administrator. The application will not be accepted without said fees presented at the time the application is received.

4. The User of the premises is subject to the filing of all proper permits (i.e., non-profit form 501C3, health department permits, business permits, etc.) as described in the WCSD Facility Use Application at the time the completed application is presented to the Facilities Use Administrator. The application will not be accepted without said permits presented at the time the application is received.

5. Throughout the term of this agreement, the User shall maintain general liability insurance with minimum limits of liability of \$500,000 per occurrence, combined single limit for bodily injury, personal injury and property damage. The WCSD shall be named as an additional insured on all applicable policies. A certificate(s) evidencing such insurance(s) shall be attached to the completed WCSD Facility Use Application. The WCSD Facility Use Application will not be accepted without said certificates presented at the time the application is received.

6. The WCSD has inspected the premises, which are the subject of this agreement, and has noted the premises' existing condition. The User is responsible to maintain said premises as noted by the WCSD representative.

- 7.** All materials used by the User must conform to all existing fire and safety codes. The provision of the fire prevention code that prohibits open flame (i.e. Candles), smoking, flammable decorations, pen flames, and explosive or inflammable fluids, gases and compounds must be observed. The WCSD may require written evidence that all such codes have been observed and that operators have the required license(s).
- 8.** Maximum occupancy for all WCSD rooms must be adhered to in compliance with existing fire and safety codes.
- 9.** User agrees that at all times they will conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requirements by duly authorized governmental agencies responsible for public safety.
- 10.** Should it become necessary in the judgment of the WCSD to evacuate the facility because of public safety, the User will make every attempt to comply and help the WCSD to evacuate the facility.
- 11.** Should the fire alarm be activated accidentally, the User shall immediately notify the WCSD facility contact on site. In the event of an actual emergency, the User shall immediately dial 911.
- 12.** The WCSD shall maintain the right to cause the interruption or termination of any event when, in the sole judgment of the WCSD, such action is necessary in the interest of public safety.
- 13.** The WCSD maintains the right to determine appropriate number of staff and security arrangements necessary to serve and protect the public, at the expense of the User.
- 14.** The WCSD will provide within the normal course of business heating/air conditioning, and overhead light for ordinary use. Off-hour requests for heating/air conditioning, overhead light, and all other services or equipment needs will be at the expense of the User as established in the WCSD Facility Use Fees Schedule. WCSD Site equipment does not leave the WCSD facility.
- 15.** The premises shall be used for the purpose stated in the application filed by the site User and no other use will be permitted. User agrees not to assign, transfer or sublet the facility without the previous written consent of the WCSD.
- 16.** The WCSD does not permit the possession, sale or consumption of alcoholic beverages or controlled substances by any person upon any property of the WCSD or at any school-sponsored function. The use of tobacco at WCSD facilities is also prohibited. WCSD's "Prohibitive Conduct Procedure SSDA- P101" also applies to all User activities.
- 17.** The User shall not bring or have caused to have present, without prior written approval on the part of the WCSD, any animals into the facility. Animals used as aids for a disabled person are permitted.
- 18.** The User shall furnish and install at its own expense all additional equipment that may be necessary for the activity and use to which it will be put on premises.

19. The User, at its expense, shall leave the premises and all fixtures, if any, in same working condition, as they were prior to use. No alterations or additions shall be made to the premises without the prior written consent of the WCSD. All approved alterations and additions to the premises become the property of the WCSD upon the termination of this agreement.

20. Arrangements for catering are the responsibility of the User. The WCSD's Nutrition Food Services Department must be given first option to be the food provider for any event held on WCSD sites. If they decline to provide the services, only then can an off-campus licensed caterer be contacted to provide the food services for the particular event and this requires approval by the WCSD Nutrition Services Director. The caterer shall maintain general liability insurance with minimum limits of liability of \$1,000,000 per occurrence, combined single limit for bodily injury, personal injury, completed products and property damage. The WCSD shall be named as an additional insured on all applicable policies. A certificate(s) evidencing such insurance(s) shall be attached to the completed WCSD Facility Use Application. The WCSD Facility Use Application will not be accepted without said certificates presented at the time the application is received. The User must also provide the required Food handler permits. If using a licensed caterer, User shall enlist their assistance in ensuring that all food and other materials will be removed at the close of User's program. Food and drink are only allowed in designated areas as authorized by the WCSD. All food events are subject to Health Department safety guidelines.

21. The User is responsible for set-up, takedown, and return of tables, chairs, and other equipment to their proper locations, and the User shall be responsible for general clean-up and removal of any debris. Users who do not return the room to the same prior use condition may be denied future use of WCSD Facilities and may not receive a full refund of deposit.

22. The **User** and attendees of the event may park in the WCSD facility parking lot free of charge. Attendees are to observe all WCSD Parking Rules. User and attendees are not to park in red zones, **yellow zones**, or in front of exit doors.

23. Any User wishing to use the sound system or theater lighting system on the facility must first obtain permission from the WCSD representative or designee. The system may only be operated by authorized WCSD personnel and a fee to cover the WCSD's cost will be charged to the User.

24. Any user wishing to hang or otherwise display instructional materials on or in the WCSD facility being used as per the Facility Use Agreement, must have authorization and proper instruction from WCSD staff before placing materials on wall surfaces. Glue and other adhesive products may not be used on WCSD facility wall, window, and door surfaces. Glitter and/or confetti may not be used on or in WCSD facility rooms. Special decorations (such as balloons, etc.) or special equipment must be approved from WCSD staff.

25. The User shall not charge admission or fee to the public without the prior written consent of the WCSD site representative and the Facility Use Administrator.

26. The User shall comply with all rules and regulations of the WCSD with respect to the use of the premises. It is understood that through this agreement the WCSD does not relinquish its right to control the management of the facility and to enforce all necessary laws, rules and regulations.

27. The User shall maintain and be responsible for the premises but only during the times previously specified when it will be occupying the premises. At no time shall the user abandon or leave the facility unattended. User shall be responsible for any and all damages to the facility from said abandonment.

28. User agrees that all advertising of the event will be honest and true and will include accurate information on the event. No advertising or publicity may state or imply that the WCSD sponsors, endorses, or is responsible for the user's activities without the express written consent of the WCSD. The use of the WCSD site name in your publicity is prohibited other than to describe location of the meeting or event. Use of the WCSD name for political activities is strictly prohibited.

29. The User and all persons associated with User on WCSD property are required to abide by WCSD policies and regulations and shall identify themselves upon request to WCSD officials acting in the performance of their duties. Violation of WCSD policies may subject a person to removal from the premises and/or possible legal penalties.

30. The WCSD reserves the right to remove from the facility any person or persons whose behavior is deemed to be objectionable, and neither the WCSD nor its employees shall be liable to the User for any damages that may be sustained through the exercise of this right.

31. The WCSD is not responsible for accidents, injury, illness or loss of group or individual property.

32. The WCSD shall have the sole right to collect and have custody of any article left in the facility by persons attending any event in the facility.

33. The WCSD shall not be responsible for losses by user, its agents, employees, patrons, or ticket holders due to theft or disappearance of any personal property.

34. The User shall be responsible for any damages caused to the WCSD facility and damages, theft or loss of WCSD equipment during use. The User hereby assumes full responsibility for the character, acts, and conduct of all persons acting for or in behalf of said User.

35. User will comply with all laws, ordinances and regulations, including tax and license fees of federal, state, and local governmental agencies or bodies, and District rules and regulations.

36. If, for any reason, an unforeseen event occurs, including but not limited to fire, casualty, labor strike, or other occurrence, which renders impossible the fulfillment of the

terms of this agreement, the User shall have no right to make a claim for damages against the WCSD.

37. Upon breach of this agreement for any reason, the WCSD shall have full authority to retake possession of the premises and terminate this agreement.

38. The waiver or failure of the WCSD to insist upon strict or prompt compliance with this agreement herein shall not constitute nor be construed as a termination of the WCSD's right thereafter to enforce the same rights under this agreement.

39. The User will not use or have caused to use the Site or WCSD address, telephone numbers, e-mail, addresses, fax numbers or any other form of communication in any form whatsoever without the express written permission of the WCSD.

40. It is expressly understood that this is a Facilities Use Agreement and that except for the contractual obligations set forth herein, the WCSD does not accept any responsibility for the supervision, direction, or control of service of user's employees and/or agent for the manner, means, and/or details by which user's employees and/or agents carry out the terms of this agreement. It is understood that the User is not an employee or agent of the WCSD and the user agrees to assume all liabilities normally accruing thereto. Persons engaged by the user to provide labor and service shall not be deemed or considered employees, agents or independent contractors of the WCSD.

41. The user may not assign any right, privilege or license conferred by this agreement.

42. The person signing this agreement on behalf of the WCSD is fully empowered by appropriate action to execute this agreement on behalf of the WCSD.

43. Final payment is due upon receipt of invoice of items beyond the original payment for the room, labor, and equipment fees.

This Facility Use Agreement shall be governed by the laws of the State of Nevada. Jurisdiction and venue for any disputes arising from this Facility Use Agreement shall be Washoe County, State of Nevada.