

General Rules and Regulations for Use of ESD Facilities

1. The contact person and the person of record submitting the online schedule for use of ESD 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 ESD 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. Security may be required for some events and must be coordinated with the Manager of Maintenance & Operations.
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. 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.
5. 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.
6. Applicants will generally be required to provide proof of coverage for Commercial General Liability Insurance with limits of \$1,000,000 each occurrence. Eatonville School District must be named as an additional insured and as a certificate holder 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 facility.use@eatonvilleschools.org. The address on the certificates should be: Eatonville School District PO Box 698 Eatonville, WA 98328.
7. The Applicant/Organization shall protect, hold harmless, indemnify, and defend ESD and ESD 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, its agents, employees, invitees, or subcontractors. In the event ESD 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.
8. Kitchen use is prohibited by the community, without an ESD food service employee being present. A fee will be charged for the employee's time and is subject to the ESD Facility Use Fee Schedule.
9. Food that is to be served during an event, is subject to Tacoma Pierce County Health Department Regulations. More information can be found on the Facility Use Website.
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 ESD employee. Extra or unusual services for programs or activities must be identified on the online schedule. District furniture and equipment may not be removed from the facility or loaned to an organization without prior approval by the district. Use of expendable supplies such as gloves, is strictly prohibited.
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 ESD property at any time.
15. Smoking and the use of tobacco products are prohibited on ESD 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 ESD, the City of Eatonville, Pierce County, 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 ESD 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. ESD 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. Garbage receptacles are made available, however they should not be left full. Any garbage more than ¼ full, must be removed from the building and dropped in a designated location. If an event is expected to produce large amounts of garbage, please notify the M&O Department when scheduling your event in order to provide for the capacity needed.
24. ESD will not be responsible for losses of personal property by individuals or groups when buildings are being used for a permit activity.
25. Per Federal copyright law, all organizations must obtain permission from the copyright holder if the work, program or performance is copyrighted.
26. Permit 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/Cancellations must be submitted in writing. In case of failure to do so, ESD may invoice for expenses incurred in preparation for use of the facility requested.
28. Changes to an online schedule may be accommodated on the same online schedule. Changes/cancellations must be emailed directly to facility.use@eatonvilleschools.org. The FS Schedule ID No. must be provided to initiate the change/cancelation and received by the Building Rental 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. ESD reserves the right to cancel any permit with little notification. 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. The M&O Department will do it's best to notify and reschedule if able to do so, but should not be relied upon during these situations.
30. Appropriate space is required for specific use. For example, baseball is not the be held in gymnasiums. In addition, appropriate equipment, such as gym shoes are required when using a gym.