

## **CIVIC USE OF BUILDINGS – PROCEDURES, TERMS AND CONDITIONS**

**TERMS OF USE** – I (the “Applicant”) agree to pay all additional costs, incurred after issuance of this building use permit, associated with my use of the requested PPS facility or facilities. I give permission for the Portland Public School District (“PPS”) to charge these additional costs directly to the credit card number provided or as invoiced. Additional costs include but are not limited to: costs associated with extending the hours of use including additional room rental, custodial time and/or faculty representative fees, damage to the PPS facility or equipment, or other costs determined by PPS.

I (the Applicant) agree to monitor and control the conduct of persons in and about the PPS facility associated with my requested use (“Permitted Users”) and pay for any damage beyond ordinary wear and tear that may occur to this PPS facility (or facilities) as a result of such use. I will carefully inspect the PPS facility (or facilities) prior to use and determine if it is configured and equipped so as to be safe for my use and use by the Permitted Users who will be in the PPS facility (or facilities) because of my use.

I (the Applicant) further agree that the PPS facility will be used in accordance with the rules and regulations of the school and the PPS School District, and that I shall defend and hold the PPS School District harmless from and against claims arising from my use of the PPS facility (or properties). I understand that PPS reserves the right to cancel this permit for school purposes or for other priority reasons. I understand and agree to the terms of use described above and to the processes listed below.

**APPLICATION PROCESS** - The use of PPS facilities must be requested by written application. Applicants must be at least 18 years old and agree to all conditions of use. A \$25.00 application fee will be invoiced when your permit is approved. A use of building permit will be issued upon payment of all applicable fees.

### **FACILITY USE INFORMATION**

All activities are subject to the following conditions:

1. **Hours Of Use** - All activity participants must comply with the hours of use and vacate the PPS facility at the time noted on the permit. Additional time will result in an additional fee assessment.
2. **Accessibility** - Not all areas of all PPS facilities are ADA/handicap accessible. It is the responsibility of the applicant to inquire at the site to determine accessibility of the PPS facility and the specific area requested for the activity.
3. **Safety Awareness** - The permit holder and those working with the activity must familiarize themselves with the fire exits and location of fire extinguishers. Exits must not be blocked. Chairs and tables should not exceed the limits of the space and shall not be placed in aisles or doorways. If extension cords are used they must not pose a safety hazard that would cause someone to trip or fall.
4. **Cafeteria Use** - If kitchen facilities, for the purpose of preparing or heating food, are requested a Nutrition Services employee must be on site to supervise the use of the equipment. The Nutrition Services department will assess separate fees.
5. **Limitations** - Alcohol, drugs, tobacco, gambling, and weapons are prohibited in the school buildings or on school grounds. Food and beverages are allowed only in designated areas. Food is not allowed in school gyms, auditoriums, or computer labs. Advertising or sale of merchandise in school buildings or on the school grounds is prohibited. PPS facilities may not be used for commercial sales. Schools may not be used for public dances; dances are limited to those sponsored by the school or PTA/PTO.

## **FEE PAYMENT INFORMATION**

1. Application Fee - A \$25.00 non-refundable application fee will be invoiced when your permit is approved. Rental Fees will be assessed for all activities that are not an extension of a school program. Fee information can be obtained by contacting the Civic Use of Buildings office at 503-916-3268 or 503-916-3156. An invoice will be sent to the permittee. Payment, in full, must be made upon receipt of the invoice. PPS facility reservation is not guaranteed until the invoice payment has been submitted to the CUB office.
2. Payments - The \$25.00 application fee and the rental fees may be paid by a VISA or MasterCard credit/debit card through SchoolPay.
3. Cancellation By User Groups - If a permit is canceled more than 2 weeks before the event, a \$50.00 cancellation fee will be retained. If a permit is canceled less than 2 weeks before the event, 50% of the use fee will also be retained. If a permit is canceled less than 24 hours before the event 100% of rental fee will also be retained.
4. Cancellation By Portland Schools - If cancellation by PPS is necessary due to a school activity; CUB staff will contact the permit holder. Every effort will be made to relocate the activity. Rental fees will be refunded if the activity cannot be moved to another date/time or location.
5. Building Use Permit - A CUB permit will be issued upon payment of the invoice. The permit must be presented at the PPS facility at the time of the activity. Changes to the permit will require a new application approved by the building administrator and an additional \$25.00 change fee.

## **ADDITIONAL TERMS OF USE**

1. Supervision -Applicant agrees to supervise and accept responsibility for the activity and conduct of all Permitted Users in compliance with school district regulations/conditions of use listed above. In the absence of a school administrator, the custodian has authority to enforce compliance with the regulations.
2. Liability - Applicant agrees to assume liability for damages that occur as a result of the activity. Damage costs will be billed to the permit holder.
3. Violations – Failure to comply with the building use procedures may result in cancellation of the use permit and restriction of future use.

## **SCHOOL SPONSORED ACTIVITIES**

If the request is for an officially school sponsored/sanctioned and funded event, indicate school/program/grant chartfield to be charged if custodial overtime occurs as a result of the activity.

## **AUTHORIZATION**

Except for gym use after 6:00 pm weeknights when school is in session for basketball or volleyball, the building administrator(s) must approve applications for use of facilities.

## **SPECIAL PROVISIONS DURING COVID-19**

1. **Acknowledgment of Risk.** Portland Public Schools (“PPS”) is committed to the health and well-being of PPS students, faculty, staff, volunteers, and others who use PPS buildings, including Applicant. The novel coronavirus (“COVID-19”), which has been declared a pandemic by the World Health Organization. Applicant hereby acknowledges that it understands the risk of illness and death presented by COVID-19 and will ensure that all individuals it permits to enter the PPS facility (“Permitted Users”) understand such dangers; in particular, COVID-19 is highly contagious and believed to spread mainly from person-to-person contact, including air-borne transmission. Applicant acknowledges that PPS makes no warranties or other assurances as to the effectiveness of the PPS facility's heating, ventilating, and air-conditioning systems in eliminating or restricting the transmission of the COVID-19 virus or that the school facility is free from the COVID-19 virus.
2. **Applicant Obligations.** Applicant shall take the following actions:
  - (a) Applicant shall be responsible for the dissemination of information and training of Applicant's employees and Permitted Users with respect to COVID-19 risks and the mitigation thereof.
  - (b) Applicant will comply and will cause its Permitted Users to comply with all recommendations and guidance for reducing the spread of COVID-19 published by governmental authorities, including the Oregon Health Authority, the Oregon Department of Education, and the Centers for Disease Control and Prevention, such as maintaining physical distancing, using hand-sanitizer, and wearing an approved face covering. Applicant shall be solely responsible for providing its Permitted Users with required face coverings, hand-sanitizer, and all other required personal protective equipment. Applicant will also comply and will cause its Permitted Users to comply with all rules, guidelines and protocols adopted by PPS for reducing the spread of COVID-19.
  - (d) Applicant will notify PPS within twenty-four (24) hours if a Permitted User of the PPS facility (i) has been in contact with someone known or suspected to be infected by COVID-19; (ii) has been diagnosed as being infected by COVID-19; or (iii) has been exhibiting symptoms of COVID-19 as outlined by the Oregon Health Authority. Applicant will participate in and cooperate with all contact tracing activities of health or governmental authorities, and will and use its best efforts to cause its Permitted Users to participate and cooperate as well.
  - (e) Applicant will not allow Permitted Users to enter the PPS facility if Applicant is aware that the Permitted User is exhibiting symptoms of COVID-19 or any other communicable disease, or has tested positive for COVID-19 or any other communicable disease. Applicant shall not allow such Permitted Users to return to the PPS facility until they are no longer contagious as determined by a licensed medical professional.
3. **Restriction on Access.** PPS may close all or portions of the PPS facility or limit access to the PPS facility to a specified number of users if it deems it necessary to protect students, faculty, staff, volunteers, and other users of the PPS facility from the risk of exposure to COVID-19 or any other communicable disease. Such decisions shall be made with the advice and guidance of local and state governmental authorities and health organizations, but shall be made in the sole discretion of PPS.

4. Release and Indemnification. In addition to the covenants of indemnity made above, Applicant specifically agrees to release, indemnify, defend, and hold harmless PPS from any and all COVID-19 related claims, losses, damages, costs, expenses, attorneys' fees, or liabilities arising out of or related to the presence by Applicant or its Permitted Users at the PPS facility. Such claims include, but are not limited to, claims made by Applicant or its Permitted Users that such claimant contracted COVID-19 at the PPS facility.

5. Liability Insurance. If marked Yes here: [Yes] [No], before entering the PPS facility, Applicant shall procure and thereafter carry during the term of the Permit commercial general liability insurance (occurrence version) with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payments with a general aggregate limit of not less than \$2,000,000 and a per-occurrence limit of not less than \$1,000,000, issued by a responsible company. Such insurance shall cover all risks arising directly or indirectly out of activities of Applicant and its Permitted Users on or any condition of the PPS facility, whether or not related to an occurrence caused or contributed to by PPS's negligence. Such insurance shall protect Applicant against the claims of PPS on account of the indemnity obligations assumed by Applicant under this application and shall name PPS as an additional insured by endorsement. Certificates evidencing such insurance and bearing additional insured endorsements, as well as endorsements requiring 10 days' written notice to PPS prior to any change or cancellation, shall be furnished to PPS prior to Applicant entering the PPS facility.

Questions regarding the Procedures, Terms and Conditions should be directed to the Civic Use of Buildings Office.