

Peninsula School District  
**FACILITIES USE AGREEMENT  
CORONAVIRUS ADDENDUM**

<b>Date of Application:</b>	<b>Requested Facility:</b>
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**In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum which is hereby incorporated into the Application and Agreement, as follows:**

1. User agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the Coronavirus. Such guidelines may be found at: <https://www.tpchd.org/healthy-people/human-coronavirus> . In addition, the following users listed below must also comply with <https://doh.wa.gov/sites/default/files/2022-03/821-165-K12SchoolsChildCare.pdf>.

In this document, “providers” is the term used to include the following program types: DCYF licensed child care programs and the Early Childhood Education and Assistance Program (ECEAP). Licensed-exempt programs operated in a manner that complies with the child and staff cohorting and group size recommendations in this guidance. Federally funded Head Start programs. Day camps, including specialty camps like sports camps. Outdoor preschool programs, including part day license exempt programs. Parent cooperatives. Youth Development programs providing child care and other basic supports to assist children and youth access to remote K-12 instruction. Expanded learning opportunities, including programs for youth that complement academic and/or social emotional learning, such as Boys & Girls Clubs, YMCA programs, and other culturally-based and identity-based programs. Enhanced learning academies, such as formal mentoring programs, tutoring centers, and college preparatory programs. Child care, youth development, and day camps held in K-12 facilities.

2. User agrees to develop protocols and procedures in alignment with the above regulations, and ensure it is following the most recent guidance.
3. User shall have the sole responsibility to restrict their attendees to only the allowed areas designated on the accompanying Facility Use Agreement. Users requesting use of facility grounds will not be allowed access into any buildings without prior agreement.
4. Any violations will be promptly reported to the District. The User will be required to pay for additional custodial time if violations of the above requirement occur.
5. The following provisions apply:
  - a. User has reviewed and understands the risks of the Coronavirus described in the federal, state, county, city and/or District rules and guidelines described above. On behalf of itself and any individuals participating in the event, User assumes all risks, known and unknown, arising from the use and occupancy of the District facility/grounds, including but not limited to any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses.
  - b. To the fullest extent allowed by law, User agrees to defend, indemnify, and hold harmless the District, its officials, agents, volunteers and employees (“indemnified parties”) from any loss, damage, liability or expense that may

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arise from User's use of the District's facilities or grounds, even if such claim, damage, loss or expense is caused in part by the indemnified parties. User shall not be obligated to indemnify an indemnified party for liability to the extent it is established by final adjudication that such indemnified party contributed to the liability via willful misconduct or sole negligence for which that indemnified party is legally responsible. User shall, if requested by the District, defend using counsel approved by the District in its sole discretion. Users' obligations under this indemnity contract shall survive the completion or termination of the project.

- c. User shall maintain general liability or other insurance applicable to liability for bodily injury and property damage arising from the use of the District's facilities or grounds, with limits of at least \$1 million liability per occurrence and \$2 million Aggregate. Such insurance shall be written on an occurrence basis. The policy or policies shall be endorsed to name the District and its officials, employees, agents and volunteers as additional insureds for liability arising from User's use of the District's facilities or grounds and shall provide that the coverage provided is primary to any insurance coverage maintained by the additional insureds and that contribution will not be sought from any other insurance available to the additional insureds. User is required to provide proof of insurance and copies of additional insured endorsements prior to use. Any failure of the District to require such proof shall not be a waiver of this requirement.

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Name of Facility User's Organization

Address: \_\_\_\_\_

Work Phone:\_\_\_\_\_ Other Phone:\_\_\_\_\_

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Name of Representative/Agent (print)

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Signature of Representative

Date