



SAMPLE CONTRACT

Contract: XXXX
Customer: Customer Name
Primary Contact:
 Customer Name
 Customer Address
 Eugene, OR 97405
 Customer Phone #

Date Contract Issued: 01/20/22

Forward To:
 Eugene School District 4J
 715 W. 4th Ave.
 Eugene OR 97402
 Phone: 541-790-7406
 Fax: 541-790-7404
 Email: facilityuse@4j.lane.edu

Estimated Contract Total : \$0.00

Description of use

Request Id : 22450 Request Total : \$0.00

Locations

Description of location	Start Date: Date	End Date: Date
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<u>Item</u>	<u>Charge</u>
Facility	\$0.00



Lane County School District 4J - Contract No. XXXX

***All cancellations must be received 48 working hours in advance of event or you will be billed for the hours/days reserved. Use in excess of the hours reserved will also be billed.**

1. The leased facilities shall be used only for the purposes of "description of use".
2. The use of said facilities shall be in strict conformity with Sec. 332.172 ORS and the regulations governing the use of school facilities by public groups as adopted by the Board of Directors of Lessor, OR-OSHA, state and local fire marshal which said regulations by reference are incorporated in this lease to the same extent as though fully set forth herein and Lessee agrees to comply. In the event of its failure to do so, Lessor may immediately terminate this lease without notice and thereupon to require Lessee to quit possession of said facilities and to remove any of Lessee's property and effects there from.
3. The Lessee shall be responsible for any loss, damage, or destruction of its own property, equipment and materials used in conjunction with its activities. In addition, Lessee shall be responsible for any loss, damage, or destruction of property belonging to Lessor caused by the sole or joint negligence of the Lessee, its members, officers, agents, spectators, or invitees. Lessee shall indemnify, defend and hold harmless Lessor, its Board of Directors, officers, agents, and employees, from any claims actions, liability, or costs, including reasonable attorney fees and other costs of defense, arising out of or in any way related to the use and occupancy allowed under this agreement and arising from the sole or joint negligence of the Lessee, its members, officers, agents, spectators or invitees to the extent permitted by the Oregon Constitution Article XI, Section 7, and the provisions of ORS 30.260 through 30.300.
4. The use and possession of the leased facilities by Lessee shall not be exclusive and Lessor reserves for itself and its nominees the right to use the same during the lease period so long as such use does not materially interfere with the use thereof by Lessee.
5. All users of Lane School District 4J property shall comply with all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination. Lessor retains priority use over leased space for district programs and/or school activities when advanced notice is feasible.
6. Alcohol and tobacco product use is prohibited on Lane School District 4J property at all times. Food or drink is not permitted within the elementary and middle school gyms.
7. Please send an email one week prior to your reservation to confirm we have received your signed contract. If the signed contract is not received 3 business days prior to the event, your reservation will be canceled.
8. **Insurance:** Lane School District 4J requires a Certificate of Insurance for all groups using Lane School District 4J property. The general liability insurance must not be less than one million (\$1,000,000) per occurrence with two million (\$2,000,000) aggregate naming the Lane County School District 4J, its Board of Directors, its officers, agents and employees as additional insured. Higher limits may be required depending on the event. The Accord form and the additional insured rider forms are required. Failure to submit a Certificate of Insurance and Additional Insured forms at least 10 business days prior to an event will invalidate the application.
9. Lessor reserves the right to pause or cancel the approved contract due to federal, state, or local COVID-19 guidance.
10. Lessee agrees to adhere to federal, state and local COVID-19 guidelines while utilizing the leased facility or facilities. Any noncompliance is grounds for cancellation of approved contract.
11. Read, sign and attach Facility Use Liability Release & Hold Harmless Addendum (Communicable Diseases Including Covid-19) document.

Dated: 02/02/22

The undersigned is an authorized signer for the organization requesting use of School District 4J Facilities, as identified in this contract.

Lane County School District 4J (Lessor)

(Lessee)

By _____
Ryan Spain, Director of Facilities

By _____
Lessee
Address