

COPY

Premises Use Agreement

Applicant Cascade Paragliding Club, c/o Jay Zollinger

Billing Address 3501 SW Illinois

Premises Used Wahatonga High school open fields / CMS Field / Thompson Track

Please check the appropriate boxes

- Auditorium
- Classroom # _____
- Cafeteria
- Video Equipment
- Gym
- Chairs # _____
- Kitchen
- Audio Equipment
- Risers
- Tables # _____
- Computer Equipment
- Bleachers # _____
- Lighting Technician
- PA System
- Field
- Other _____

Describe the specifics on any equipment checked above As available for safe landing.

•••ATTACH PROOF OF LIABILITY INSURANCE•••

Date of Use Specify Day(s) Time of Use Weekly
 Begin Various - weather dependent - 10-15 days/year From _____ am/pm Monthly
 End _____ To _____ am/pm One Time

Describe activity Landing in open fields after flying Eagle Caves, packing up paragliding gear

Proceeds Yes No Non-profit organization Yes No

School sponsored Yes No No charge Yes

If not school sponsored and no charge explain Open to all certified pilots w/o charge Authorizing initials JAE

Estimate percentage of participants under age 19: 10% Estimate number of participants 5-6/day Spectators

Name of group's supervisor to be present at activity Varies - Jay Zollinger - available by phone

THE ABOVE REQUEST FOR DATES, TIMES, FACILITIES AND EQUIPMENT IS TO BE COMPLETE AND INCLUSIVE. THE DISTRICT IS NOT RESPONSIBLE FOR LATE CHANGES OR REQUESTS AND SUCH MODIFICATIONS MAY NOT BE ALLOWED.

NO SMOKING OR ALCOHOLIC BEVERAGES ON DISTRICT PROPERTY

THE APPLICANT AGREES TO BE RESPONSIBLE for safeguarding the facilities and equipment used for this activity and for payment of all charges. The Applicant further agrees that the school property will be used in accordance with the policies and regulations of the District. If the premises is to be used outside the District's regular custodial work hours, the Applicant agrees that a District employee, approved by the District, will be on duty for security and cleanup. If a kitchen is used, the head cook or designee will be hired to supervise and secure the equipment and facility. The Applicant also agrees that the expense of these District employees shall be included in the cost of leasing the premises. **THE APPLICANT UNDERSTANDS** that (1) smoking and alcoholic beverages are prohibited on ALL District property; and (2) anyone participating in activities in a gymnasium must wear gym shoes with non-marking soles.

THE APPLICANT WILL BE RESPONSIBLE for the conduct of the individuals associated with their activity while using the school facilities. The Applicant will assume the cost of repairing any damage to District premises and repairing or replacing damaged equipment, at the District's election. The Applicant further agrees to deposit security with the District in an amount deemed appropriate by the District if so required by the District. The Applicant agrees to indemnify and save harmless the District from all liability, expense, cost or damage which may be claimed against or incurred or suffered by the District as a result of the Applicant, its members, officers, agents, employees or invitees, for whatever reason, including bodily injury to any person or persons or property damage to District property, and occurring in connection with the Applicant's use of District facilities or equipment. All users of District facilities shall comply with all federal, state and municipal equal opportunity laws and regulations prohibiting discrimination. Applicant will not enlarge the scope nor change the nature of its use of said premises and/or equipment without the prior written consent of North Wasco County School District #21.

THIS AGREEMENT IS TERMINABLE by North Wasco County School District #21 on two (2) days notice to Applicant, and by one (1) day notice to School District #21, unless special arrangements have been requested. In case of special arrangements this agreement may not be terminated by the Applicant with less than seven (7) days notice to North Wasco County School District #21. This agreement is governed by the laws of the State of Oregon and all disputes arising out of this agreement shall be resolved in said state. In the event of a material breach of this agreement or other dispute regarding the enforcement or the interpretation of this agreement, the losing party shall pay the attorney fees, costs, and expenses incurred by the prevailing party.

APPLICANT SIGNATURE _____ ADDRESS 3501 SW Illinois, Portland, OR 97221 PHONE # 503.464.6797 DATE 5/25/11

Copied Jay 2 5/11/11 ecqm AD/Fac/B. Lane Copied Jay 2 Superintendent