

FACILITIES USE APPLICATION/PERMIT

REQUESTED FACILITY: _____ DATE: _____

APPLICANT INFORMATION

NAME or ORGANIZATION: _____

INDIVIDUAL APPLICANT NAME: _____ Title: _____

ORGANIZATION ADDRESS: _____

CONTACT TELEPHONE: _____

DESCRIBE PURPOSE/EVENT: _____

Date(s) Requested: _____ Number of anticipated participants: _____

Hour needed for set up: _____

APPLICABLE FEES: School Districts are permitted to charge reasonable fees to recover District costs associated with facility use. Facility Rental: _____ Utility Fee: _____

Custodial Fee: _____ Additional Fee(s): _____

CONDITIONS FOR USE OF SCHOOL FACILITIES: FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be its responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges its obligation to abide by the District's rules and regulation for the use of facilities (see reverse). By the Applicant's signature below, the FACILITY USER agrees to abide by all such rules and regulations, and further acknowledges that facility use is contingent upon compliance with these rules as well as any site rules specified by the site administrator.

REQUIRED CERTIFICATION: In accordance with Education Code Section 38135-38136, the FACILITY USER certifies by signature below that the school property for use under this application will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means, and the FACILITY USER is not a communist-action organization or communist front organization required by law to be registered with the Attorney General of the United States. This statement/certification is made under penalty of perjury.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: ALL PERMISSIVE USERS, WHOSE USE IS NOT MANDATED BY THE CIVIC CENTER ACT, AGREE BY THEIR SIGNATURE BELOW TO HOLD THE DISTRICT, ITS GOVERNING BOARD AND THE INDIVIDUAL MEMBERS THEREOF AND ALL DISTRICT, OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE OUT OF, OR IN ANY WAY BE CONNECTED WITH THIS FACILITY USE AGREEMENT. HOWEVER, THIS AGREEMENT DOES NOT PERTAIN TO LOSSES OR INJURIES THAT ARE THE RESULT OF THE SOLE NEGLIGENCE OF THE DISTRICT.

If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of facilities may be denied. In addition, any permissive user under the Civic Center Act using school facilities or grounds shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds.

ACKNOWLEDGEMENT AND AGREEMENT: I have read this application and agree to the terms.

APPLICANT SIGNATURE: _____ DATE: _____

DO NOT WRITE BELOW THIS LINE

DISTRICT APPROVALS: (Y/N) _____ Appropriate Activity _____ Facility Available on date
_____ Insurance Certificate Received _____ Fees Received

District Official Signature: _____ DATE: _____

District Comments/Conditions (optional): _____

SECTION I GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Foodstuffs may not be sold without applicable food permits from the local environmental health department.
2. Display or signs must be approved by the School District.
3. Use of alcohol, drugs and other intoxicants are absolutely prohibited.
4. No Smoking shall be permitted on the premises.
5. No Gambling shall be permitted on the premises.
6. No program shall contain matter, which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitate for changes in our form of government or social order or by violence or unlawful methods.
7. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public.
8. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
9. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July, or may be revoked at any time at the discretion and or needs of the District.
10. This permit is not transferable.

SECTION II INSURANCE

FACILITY USER shall furnish the District 10 days in advance of the occupancy time of this permit and PRIOR TO THE ISSUANCE OF THIS PERMIT, a Certificate of Insurance and an Additional Insured Endorsement, naming the District, its officers, employees, agents and volunteers as Additional Insured. Said Insurance shall be issued by an insurance company (s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the District's Risk Manager or representative. Required insurance shall include:

- A. Commercial General liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

SECTION III DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees both as an organization and as signatory individual to be jointly and personally responsible for all damage to District Property that may arise during or by the permitted activity.

SECTION IV FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No Flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.

SECTION VI FACILITY USERS

The use of District facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

1. District activities
2. Student Body activities
3. Other Public Entity activities
4. Non-Profit Organization activities
5. Community activities
6. For-Profit Business activities

Pursuant to the Civic Center Act, the use of school buildings, grounds, and equipment, **shall** be granted, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire Girls, Parent-Teacher Associations, and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by the governing board. All other users **may** be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings.

FACILITY USERS holding functions or meeting where admission fees are charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, the District **shall** charge the user an amount equal to fair rental value of the property.