

# South Fork Union School District

5225 Kelso Valley Road  
Weldon, California 93283  
Phone: (760) 378-4000 FAX: (760) 378-3046  
Robin Shive, Superintendent/Principal  
<http://www.southforkschool.org>

## FACILITIES USE APPLICATION PERMIT

REQUESTED FACILITY: \_\_\_\_\_ DATE: \_\_\_\_\_

### APPLICANT INFORMATION:

ORGANIZATION NAME: \_\_\_\_\_

INDIVIDUAL APPLICANT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ORGANIZATION ADDRESS: \_\_\_\_\_

CONTACT TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ ALT: (\_\_\_\_\_) \_\_\_\_\_

DESCRIBE PURPOSE/EVENT: \_\_\_\_\_

\_\_\_\_\_

Number of anticipated participants: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

Hour needed for set up: \_\_\_\_\_ Hour event is over: \_\_\_\_\_

**APPLICABLE FEES:** (School Districts are permitted to charge reasonable fees to recover District costs associated with event). Rental and cleaning fees and deposits shall be paid upon actual reservation to the Superintendent of the District.

Rental: \_\_\_\_\_

Additional Fees: \_\_\_\_\_

Cost of Electricity, Gas, required staff, etc.: \_\_\_\_\_

### DEPOSIT REQUIRED:

Cleaning fee deposit: **\$30.00**

Tables: **\$5** (for each table)

Key deposit: **\$20.00**

Chairs: **\$10** (for each group of ten (10) chairs)

**CIVIC CENTER ACT:** School Districts are permitted to make reasonable rules governing the use of their facilities and in certain situations, charge reasonable fees.

**REQUIRED CERTIFICATION:** Applicant(s)/Permittee(s) hereby certify that he/she is an "authorized person" of the permittee organization. Permittee further agrees that in addition to the liability of the organization, the signatory individual of the permittee agrees to also be jointly and personally liable for all costs and liabilities as outlined on both sides of this form.

### REQUIRED HOLD HARMLESS AND INDEMNIFICATION:

I \_\_\_\_\_ and \_\_\_\_\_  
(names of signatory individual and organization, permittee) agree to both personal and joint liability as an organization to indemnify, hold harmless and defend the **SOUTH FORK UNION SCHOOL DISTRICT** (District) and each of its officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by the District, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of this permit or the use of this facility. The Permittee's obligation under the preceding sentence shall apply regardless of whether the District or any of its officers, officials, employees, volunteers or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, cost or damages caused solely by the willful misconduct of the District.

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

APPLICANT/PERMITTEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DISTRICT APPROVALS: \_\_\_\_\_ Insurance Endorsement Received \_\_\_\_\_ Facility Available on date

\_\_\_\_\_ Fees Received \_\_\_\_\_ Appropriate Activity

District required restrictions: \_\_\_\_\_

District Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Trustees: Dale Creighton, Bill Hood, James G. Alexander, Allan Jaffe, Sherry Nichols

## **SECTION I**

### **REGULATIONS GOVERNING THE USE OF THIS FACILITY**

1. Use of the facility shall not be permitted for private gain.
2. If guards or special police are required by the SOUTH FORK UNION SCHOOL DISTRICT, the cost of such personnel will be borne by the sponsoring organization.
3. Foodstuffs and other commodities may not be sold without special food vendor insurance.
4. Display or signs must be approved by the SOUTH FORK UNION SCHOOL DISTRICT.

## **SECTION II**

### **INSURANCE**

Permittee shall furnish the SOUTH FORK UNION SCHOOL 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 SOUTH FORK UNION SCHOOL 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 California Labor Code.

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

## **SECTION III**

### **DAMAGE TO DISTRICT PROPERTY**

1. Permittee agrees both as an organization and as signatory individual to be jointly and personally responsible for all damage to SOUTH FORK UNION SCHOOL DISTRICT property that may arise during or by the permitted activity.
2. INSPECTION OF PROPERTY: Permittee agrees to inspect property prior to and after occupancy and/or use to assure that it is in safe condition and in proper repair.

## **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 V**

### **GENERAL RULES (REFERENCE CALIFORNIA EDUCATION CODE SECTIONS 40040-40058)**

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose. Final approval for use of facilities shall not be granted more than ninety (90) days in advance.
2. It is agreed that any permit may be revoked without previous notice, at no expense to the District. The District will make reasonable efforts to provide reasonable notice.
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.
11. If any group activity results in the destruction of school property, the group shall be charged an amount necessary to repay damages and further use of the facility may be denied.

COST SCHEDULE FOR COMMUNITY USE  
OF DISTRICT FACILITIES/EQUIPMENT

	<u>Minimum 3 Hours</u>	<u>Each Additional Hour</u>	<u>Maximum 8 Hour</u>
Elementary Cafeteria/ M.S. Community Center- Large Room	\$50	\$25	\$175
M.S. Community Center- Small Room	\$20	\$16	\$100
M.S. Gymnasium	\$100	\$50	\$350
Kitchen	\$50	\$None	\$None
Elementary Library	\$10	\$5	\$35
Classroom	\$10	\$5	\$35
Recreational Fields: Tennis/Basketball Courts/ Soccer/Baseball	\$None	\$None	\$None

Deposits (shall be paid upon reservation):

Keys	\$20
Cleaning	\$30
Tables	\$5 for each table
Chairs	\$10 for each group of ten (10) chairs