

SELF-INSURED SCHOOLS OF CALIFORNIA

PROPERTY & LIABILITY UPDATE

SEPTEMBER 2013

TENANT USERS LIABILITY INSURANCE PROGRAM (TULIP)

SISC II is proud to introduce the Tenant Users Liability Insurance Program effective July 1, 2013, at no cost to our members.

TULIP (underwritten by Philadelphia Insurance Companies) is insurance that provides coverage for tenants of facilities or venues for events which cannot be covered under the purchaser's current coverage or for which they have no other coverage.

- ◆ The coverage afforded under TULIP provides General Liability of \$1 million per occurrence and \$2 million aggregate. (Or as required by the facility or venue.)
- ◆ Host Liquor Liability coverage is included.
- ◆ The host school district is included as an additional insured.

SISC II is accessing the unique program through INSURICA/Walter Mortensen Insurance. The contact is Raneë Findley, CIC, ARM, who can be reached on her direct line at 661-316-5108 or by e-mail at rfindley@INSURICA.com

Accessing TULIP is a simple process:

- ◆ Forward the completed Facilities Use Application to Raneë Findley of INSURICA/Walter Mortensen Insurance at the e-mail address noted above. A sample Facilities Use Agreement is attached.
- ◆ Upon receipt, INSURICA/Walter Mortensen Insurance requests approval from SISC II in order to secure coverage through the Philadelphia Insurance Companies.
- ◆ INSURICA/Walter Mortensen Insurance contacts the user to finalize coverage and secure payment.

In the event you have any questions concerning the Tenant Users Liability Insurance Program, please contact Robert Kretzmer, Director, at 661-636-4709.

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 setup: _____

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 ensure that the property and facilities are in proper and safe condition to be used for the purpose anticipated. 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 HOLD HARMLESS AND INDEMNIFICATION: ALL PERMISSIVE USERS 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 repair the damages, and further use of facilities may be denied.

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. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
6. 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.
7. This permit is not transferable.

SECTION II INSURANCE

FACILITY USER shall furnish the District a Certificate of Insurance and an Additional Insured Endorsement naming the District, its officers, employees, agents and volunteers as Additional Insured 10 days in advance of occupancy. Said Insurance shall be issued by an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VI" 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 as an organization to be 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 V 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 meetings 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 shall be charged by the District an amount equal to fair rental value of the property.