

FACILITIES USE APPLICATION/PERMIT

REQUESTED FACILITY: _____ DATE: _____

NAME OF SCHOOL DISTRICT: _____

APPLICANT INFORMATION

NAME or ORGANIZATION ("FACILITY USER"): _____

INDIVIDUAL APPLICANT NAME: _____ Title: _____

ORGANIZATION ADDRESS: _____

CONTACT TELEPHONE: _____

DESCRIBE PURPOSE/EVENT: _____

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

Hours 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 School 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, regulations, terms and conditions for the use of facilities (**See "Terms and Conditions" Sections I. through VI. and the accompanying Addendum on the following pages**). By the Applicant's signature below, the FACILITY USER agrees to abide by all such terms and conditions, and further acknowledges that facility use is contingent upon compliance with these rules, as well as any rules specified by the facility site administrator.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: Except arising from or to the extent caused by the sole negligence of School District, School District shall not be liable for, and Facility User shall indemnify, defend, and hold harmless School District and School District's Governing Board, individual board members, agents, servants, representatives, officers, and employees against and from any claim, demand, judgement, fine, award, loss, liability, damage, expense, charge or cost of any kind whatsoever, including but not limited to reasonable attorney's fees, professional fees and costs and liabilities incurred in or about the defense of any such claim or action or proceedings brought thereon (Collectively "Claims") that may arise out of, or is in any way connected to FACILITY USER's use of the premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Facility User in or about the premises. FACILITY USER shall give prompt notice to School District of any casualty or accidents on the premises and any claims arising therefrom. FACILITY USER's obligations under this paragraph shall survive the expiration of this facilities application/permit.

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.

The FACILITY USER agrees to strictly comply and without exception with all current federal, state, county, city and/or district rules and guidelines regarding protection from SARS-CoV-2 (Coronavirus). The rules and guidelines to follow are located at various sites including those listed in the Addendum hereto.

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
_____ Additional Insured Endorsement (Received)

District Official Signature: _____ DATE: _____

District Comments/Conditions (optional): _____

TERMS AND CONDITIONS

SECTION I: GENERAL RULES AND 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. Applicant organizations shall be responsible to 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.
8. Use and occupancy of DISTRICT property shall be primarily for public purposes. Any authorized use or occupancy of the property for other than public purposes shall be secondary and subordinate to this primary purpose. Final approval for use of school facilities shall not be granted more than thirty (30) days in advance.
9. No additional personnel are furnished by DISTRICT other than the employee in charge.
10. The employee in charge shall have the power of a peace officer to carry out the provisions and intents and purposes of this agreement.
11. 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.
12. The program offered in or during the use of the premises shall at no time contain matter which might tend to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances or which agitates for changes in our form of government or social order by violence or unlawful methods.
13. Each FACILITY USER shall properly supervise its personnel, invitees and attendees.
14. Juvenile organizations must have adequate adult sponsorship.

SECTION II: COVID-19 RELATED RULES

15. The FACILITY USER shall not hold the event and shall cancel the event if all Coronavirus rules and guidelines are not met before, during or after the event.
16. The FACILITY USER shall send invitees /participants away if they disregard the Coronavirus rules and guidelines.
17. The FACILITY USER's use of the facility may be terminated if it is determined that invitees or participants are disregarding Coronavirus rules and guidelines. The FACILITY USER shall not be entitled to a refund and shall not be entitled to recover consequential damages resulting from termination.

SECTION III: INSURANCE REQUIREMENTS

FACILITY USER shall furnish the School District with a “**Certificate of Insurance**” and a separate “**Additional Insured Endorsement**” naming the School District, its Board Members, officers, employees, agents and volunteers as an Additional Insured to the applicants CGL insurance policy ten (10) days in advance of using district property. 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-/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 (CGL) 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 IV: DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees as an organization to be responsible for all damage to School District Property that may arise during or by the permitted activity.

SECTION V: 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 without prior written approval.

SECTION VI: FACILITY USERS

The use of School District facilities shall be determined in part, based upon availability and priority order. The priority order for usage is as follows:

1. School 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.

Any reservation may be revoked without previous notice where conflicting dates have resulted or where need of the facility for public school purposes has subsequently developed. For other cause, reservations may be revoked at any time upon reasonable notice.

DISTRICT's furniture or apparatus may not be removed or displaced by any person without permission from and under the supervision of DISTRICT employee in charge.

Where the facility to be used is other than a classroom, full details as to equipment requested must be furnished in advance such as overhead projectors, VCR's, screens, podium, microphone and coffee supplies.

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 School District or for charitable purposes shall be charged by the School District an amount equal to fair rental value of the property.

SECTION VI FINANCIAL ARRANGEMENTS

1. Rental charges, if any, shall be paid upon receipt of invoice to the _____ School District, [Insert District Address], unless specific arrangements are made.
2. Each organization agrees to reimburse the Board of Trustees for damages to buildings, grounds and/or equipment rising out of the use of these facilities by the organization, normal wear excluded.

FACILITIES USE APPLICATION/PERMIT ADDENDUM

Safety

Information related to current federal and state rules regarding protection from SARS-CoV-2 can be found at the following websites and through the involved district office:

- <https://www.cdc.gov>
- <https://covid19.ca.gov>
- <https://kernpublichealth.com>
- The user of any county office of education or district facility should consult with the district office pertaining to current local rules relevant to protection from SARS-CoV-2.

Rules and regulations pertinent to SARS-CoV-2 frequently change and are updated on a continuous basis by federal, state and local agencies.

Coverage

While the Self-Insured Schools of California (SISC) provides liability coverage to our member districts for bodily injuries that a district may become obligated to pay as damages, due to liability imposed by law, certain exclusions do apply.

Effective July 1, 2020, the SISC Liability Memorandum of Coverage includes an exclusion, which precludes coverage for any liability arising out of any actual, alleged or threatened infectious pathogenic, toxic or other harmful properties of any organic pathogen.

SARS-CoV-2 is considered to be a organic pathogen for purposes of coverage under the SISC Liability Memorandum of Coverage. Users of any county office of education or district facility may wish to consult with their insurance broker or coverage provider for an understanding of how their own liability insurer or coverage provider would respond in the event of a claim or suit.

Assumption of Risk.

FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. ("Your" is defined herein as the FACILITY USER and each of their employees, invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

Waiver and Release of Claims.

To the fullest extent permitted by law, FACILITY USER releases the [Name of District] and its governing board, individual board members , affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against any and all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part of the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement have been made.

Acknowledgement of Risk by FACILITY USER's Participants and Invitees.

FACILITY USER agrees to explain to participants and invitees the risk of exposure to the Coronavirus that may result from participation in the event. FACILITY USER shall require participants and invitees to sign an Acknowledgement of Risk as follows:

"I acknowledge that my participation in the Activity may result in risk of exposure to contagious diseases, such as COVID-19, property damage, bodily or personal injury, including death. I acknowledge and agree that I am voluntarily attending this Activity at my own risk and that I remain responsible for my well-being, including taking necessary steps to ensure my personal safety. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of [Name of District]."

Indemnification and Hold Harmless

To the fullest extent permitted by law, on behalf of myself and my organization, I agree to immediately defend, indemnify, and hold [Name of District] free and harmless from any loss, damage, liability, or expense that may arise in whole or in part from the application and agreement for the use of facilities and this coronavirus addendum, including as it relates to any exposure to the coronavirus.

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

APPLICANT SIGNATURE: _____ DATE: _____