

**TWAIN HARTE SCHOOL DISTRICT
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 : _____

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 V. on the following page**). 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, agents, servants, 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.

By signing this application, you acknowledge you have consulted with your broker or insurance carrier the coverage limitations and exclusions in the Memorandum of Coverage/Certificate of Insurance provided to the district for purposes of facilities use.

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
Insurance Certificate Received

Facility Available
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.

SECTION I A: TWAIN HARTE SCHOOL DISTRICT Facility Use Rules, Regulations and Conditions

1. NO ALCOHOL OR DRUGS.
2. NO SMOKING.
3. Cars are to be parked in **designated** parking areas only.
4. Discard all litter and trash in plastic garbage bags. Place the garbage bags in the dumpster at the back of the school.
5. **Leave restrooms and grounds clean.**
6. **Lock restrooms and doors at the end of your event.**
7. Return keys to the school office by the next working day.
8. Twain Harte School District is not responsible for lost or stolen items.
9. All facilities, grounds, and equipment are used at your own risk.
10. Twain Harte School District is held harmless for any personal accident, personal injury and the theft or vandalism of your property while using the facilities.
11. The applicant is held responsible for any and all theft, personal injury and property damage while using the facilities.
12. In the event the applicant cancels this permit, no refund will be made and changes in the date or extension of time shall be determined by the superintendent and space availability.

Regulations for an After-School Food Event

1. An after-school food event cannot be substituted for any school meal service. Breakfast and lunch must be served at regular school time. A lapse of two hours after lunch service is required before the start of an after-school food event.
2. No storage of cooked or uncooked food is permitted in the school cafeteria in the area where cafeteria food is stored.
3. No preparation of food for an after-school event may take place during school hours.
4. Preparations of food using any school equipment will require a ServSafe certified employee to sanitize the area.
5. Clean up of the cafeteria will be the responsibility of the event coordinator.
6. There will be a charge of no less than one hour for the ServSafe employee.

I agree to the Rules, Regulations and Conditions stated above.

Signature

Date

TERMS AND CONDITIONS

SECTION II: 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 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 III: 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 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 without prior written approval.

SECTION V: 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Twain Harte School District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.