



FACILITIES USE AGREEMENT AND APPLICATION FOR PERMIT

Name of Organization (Applicant) Date(s) of Event

School Site/Facility /Room # Requested Start Time End Time

Authorized Representative of Organization Title Telephone

Address E-mail

Name of Event Describe Type or purpose of Activity Expected attendance

Will Food be served? If yes what type/vendor.

- Check here if food will be prepared in the cafeteria/kitchen with OPUSD Cafeteria staff & permit only.
Equipment requested:
Custodian Minimum 2 Hrs. Required for Set Up Time Clean Up Time
Certificate of Insurance and Endorsement page(s) Attached

AGREEMENT:

- 1. In executing this declaration I certify that I have been duly authorized by the Applicant to act in its behalf in making application for use of said facility.
2. Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other records estimated in amount of \$. If no receipts are anticipated for these activities check here.
3. I, the undersigned hereby certify that I will be personally responsible on behalf of the Applicant for any damages sustained by the school building, furniture, equipment or grounds occurring through the occupancy or use of said building and or grounds by the applicant.
4. I hereby certify that I have received and read the rules, regulations, conditions and terms including those attached to this application and that I and the applicant which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the Board of Education and its authorized agents which may be communicated to the applicant.
5. It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities.
6. Statement of Information
The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made 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;

That, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States (CA Ed Code 38136). This statement is made under the penalties of perjury.

Representative' Print Name Representative' signature Date

**INDEMNIFICATION.** Applicant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Applicant or those of any of its officers, agents, employees, or subcontractors of Applicant, whether such act or omission is authorized by this Agreement or not. Applicant shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Applicant, Applicant’s agents, employees or subcontractors. Applicant further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

**INSURANCE.** Applicant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage which must be on file in OPUSD Business Office 2 weeks prior to event:

- Workers’ Compensation Insurance. Applicant shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Applicant shall require all vendors and subcontractors to provide Workers’ Compensation Insurance for all of the vendor’s and/or subcontractor’s employees to be engaged in such activities unless such employees are covered by the protection afforded by the Applicant’s Workers’ Compensation Insurance.
- Commercial General Liability Insurance. Applicant shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Low to moderate risk events or activities	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Applicant in connection with the activities described in this Agreement shall maintain such insurance unless the Applicant’s insurance covers the subcontractor and its employees.

- Automobile Liability. If vehicles will be driven on district property, Applicant shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles: \$ 500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Applicant’s and any and all vendor’s and/or subcontractor’s Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Other Coverage as Dictated by the District. Applicant shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Certificates of Insurance. Applicant and any and all vendors and subcontractors working for Applicant shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Applicant’s and any and all Applicant subcontractor’s Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

Insurance written on a “claims made” basis is to be renewed by the Applicant and all Applicant subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Applicant for all claims made.

Failure to Procure Insurance. Failure on the part of Applicant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

**FEES for the following will be billed as per Board Policy. See OPUSD.org**

Processing Fee/One Time	\$ <u>15.00</u>
Use of Facility/Other charges <sup>1</sup> /Fair rental value <sup>2</sup>	\$ _____
Utilities/day Fees - \$15.00/Day	\$ _____
Restroom/Hr. Fees -	\$ _____
Custodial/Hrs. services - \$40.00/Hrs.	\$ _____
Cafeteria Services or other district employees as required	\$ _____
Maintenance, repair, restoration, and refurbishment	\$ _____

<sup>1</sup> If the use of school facilities or grounds is for religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services, the church or religious organization shall be charged an amount that equals or exceeds the school district's direct costs.

<sup>2</sup> In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the students of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds. "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

Note: Groups or persons using school facilities and grounds shall be liable for any property damage caused by or arising out of the activity. The cost of repair or replacement shall be paid by the group or persons involved and they may be denied further use of school facilities. Additional clean up fees may be charged to return the facility and/or grounds to their original condition.

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read the agreement and agree to its terms

_____	_____	_____
Representative' Print Name	Representative's signature	Date

**SITE AVAILABILITY**

_____	_____	_____
Site Administrator Print Name	Signature	Date

**DISTRICT APPROVAL**

_____	_____	_____
Nutrition Services Print Name (as needed)	Signature	Date

_____	_____	_____
Facilities Administrator Print Name	Signature	Date

_____	_____	_____
District Administrator Print Name	Signature	Date

## GENERAL RULES

1. Sections 38130-38139 of the Education Code, The Civic Center Act, are the basis of these rules, and are hereby incorporated in the application even though not explicitly stated.
2. Pursuant to "The Civic Center Act", the District is authorized to issue all permits to groups who qualify for the use of school property during non-school hours. All applications are to be completed on forms provided by the school district and are to be presented at least two (2) weeks prior to the date the facility is to be used.
3. The use and occupancy of school property shall be primarily for public school purposes. Other use of occupancy shall be secondary and subordinate to this primary purpose. No group, regardless of its character, may monopolize the use of the school property, or interfere with the educational program of the school.
4. All permits are to be issued for specific facilities and for specific times not to exceed one school year. It shall be the responsibility of the organization to see that authorized portions of the buildings are not disturbed, and that the premises are vacated as scheduled on the permit. This permit is not transferable.
5. The applicant is responsible for preservation of order and enforcement of all regulations pertaining to the use of District facilities. Negligence or violation of facility use, instructions and regulations will result in an organization being held responsible for damages and possible denial of subsequent requests.
6. The requesting organization shall be responsible for any additional fees incurred due to unusual or unexpected requirement for District personnel. The District may require as a condition of approval that the applicant furnish adequate security officers. **If a meal is to be served in the cafeteria, a district food service worker must be employed to cook, or supervise the preparation of the food.** Arrangements for such services are to be made during the application process and have approval of the Director of Student Wellness and Nutrition
7. Any juvenile organization or group seeking use of District premises must have a responsible adult sponsor signing and present during use, providing adequate and effective supervision. Those in charge of any activity must hold themselves at all times responsible for the supervision of all present, both participants and others attracted to the activity, so that no one will be acting in an unsafe manner or in a manner that will cause damage to school facilities.
8. The use of profane language, the possession or use of intoxicating liquor, drugs, tobacco, quarreling or fighting, the carrying of weapons, betting or any form of gambling, are prohibited on school property. Violation of this rule by any organization during occupancy shall be sufficient cause for denying further use of school facilities.

## FIRE & SAFETY

1. At no time shall there be more persons admitted to the auditoriums, theaters, or other rooms than the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery shall be fire resistant or flame proofed in accordance with the State Health and Safety Code.
3. No device, which produces flame, sparks, smoke or explosions shall be used in the auditoriums, theaters or other rooms.
4. NO Smoking or other use of tobacco shall be permitted on the premises.

## BUILDINGS & GROUNDS

1. School property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Should school property be damaged or abused beyond normal wear, such damage will be paid for by the organization involved, and shall be sufficient cause for cancellation of future use.
2. All lights must be turned off when leaving and all doors locked and secured.
3. No alterations or physical changes shall be permitted in or on any facility including building, playing fields, or equipment.
4. No decorations, scenery sets, or lighting are to be nailed to floors, walls, or ceiling. No preparations of any kind shall be used on school floors by groups using the buildings. Shoes with cleats or plates and rubber soles or heels which mar or mark the floor will not be permitted in school buildings.
5. School furniture or equipment shall not be moved or displaced.
6. No pesticides, herbicides or rodenticides of any type should be applied to, or used on district premises.
7. Playfields may not be used for practice or games after heavy rains.
8. Prohibited on school property: animals (with the exception of active service dogs), firearms, pellet guns, BB guns, sling shots, archery, discus, javelin, shot put, roller hockey, riding of tricycles, scooters, go-carts, motor scooters, bicycles and skateboards (except for riding to and from school), unauthorized automobiles, running of model and miniature cars or model planes, drones, and rockets, skating, horseback riding, and hitting of golf balls.