KINGS CANYON UNIFIED SCHOOL DISTRICT 675 W. MANNING AVENUE, REEDLEY CA 93654 Site Use only for comments or clarification:

FACILITY USE REQUEST

Organization (Lessee):			Team, Club, Troop, Unit Name (if any)									
Address City, Zip			Phone(s):									
Contact Info:	Name & Title (prin	nt):		E-mail:								
Facility Requested:	Site:			Area/Room:								
Activity Description												
······, ·····,						MERGENCY CONTRACT INFORMATION						
Day	_	me	Date		911	Emergency						
	From	То	From	То	294-2009	Fresno County Fire Emergency						
Monday					488-3111	Fresno County Sheriff Office						
Tuesday					626-5106	Orange Cove Police Dept						
Wednesday					637-4250	Reedley Police Department						
Thursday					217-0373	KCUSD 24-hour Emergency						
Friday					The site address 8	k phone number is indicated in the Site Info box						
Saturday						above. pproved Facility Request form with you while on						
Sunday						school premises.						

Facility Use Instructions & Process Information:

- All Requests must <u>clearly and specifically</u> identify the day(s), date(s) and time(s) being requested.
- All Request dates must fall within the period of July 1 thru June 30 of any given school year. If dates of a request span school years, two forms must be filled out, one for each school year.
- Lessee will present the "Facility Use Request" and signed "Terms & Conditions" to the Site for approval.
- After Site-approval the request will be sent to the District Office and submitted for final approval by the Board.
- Prior to using the facility, Lessee must provide Kings Canyon Unified (KCUSD) with a current Certificate of Insurance which names KCUSD as the "Certificate Holder" and "Additional Insured" and has a minimum of \$1,000,000 in liability coverage.
- A copy of the Board-approved Facility Request will be sent to the e-mail address listed above. A copy of the approved form must be in the user's possession while on school premises.
- KCUSD's Facility Use Rate Schedule is posted on its website along with a fill-in Facility Request form: kcusd.com. (click on Departments→ Business Services→ Forms→ General Forms).

Signature of Requestor:		Date:				
Site Approval Signature:				Date:		
Board Date:	Approved:	Yes	No	Invoice:	Yes	No

KINGS CANYON UNIFIED SCHOOL DISTRICT FACILITY USE TERMS AND CONDITIONS

INSURANCE: Organization agrees to obtain at its sole expense and to provide evidence of liability insurance providing for minimum liability coverage of \$1,000,000 for bodily injury and property damage arising from the use of District's facility. Such policy must provide coverage on an occurrence basis. Such liability policy or policies shall name the DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED WITH RESPECT TO ALLMATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT. Such coverage for additional insured shall apply as primary insurance. Any other insurance, or self-insurance, maintained by the District, its officers, agents and employees, shall be in excess only and non-contributing with insurance provided under Organization's policies. Organization's insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to the District.

<u>LIABILITY*</u>: If your organization is a recognized parent booster or scouting organization, by using the facility you agree to defend, indemnify and hold harmless the District, its board, officers, employees and agents from liability for any losses or injuries resulting from the negligence of the user group or any of its officers, employees, members or agents which may occur as a result of or during the use of the facilities.

If you are an organization other than a parent booster, scouting organization, by using the facility you agree to defend, indemnify and hold harmless the District, its board, officers, employees and agents from liability for any losses or injuries of any kind that may result in any way from the Organization's use of the facilities, regardless of cause.

Organization will also be liable for any damage or destruction of school property and may be charged an amount equal to all damages and further use of facilities may be denied.

*If the organization is the University of California or California State University or any sub-division thereof, then the foregoing paragraph shall be replaced with the following:

Organization will be liable for injuries resulting from the use of the facilities or grounds and for all other resulting damages or injury in proportion to and to the extent such injuries or damages are caused by or result from the negligent acts or omissions of the Organization, its officers, agents or employees. Organization hereby agrees to indemnify and hold harmless the District, its agents and employees, from all claims, actions, demands , liability, responsibility, damages, loss, cost and expenses of any nature whatsoever arising from Organization's use of the District facilities or grounds, including the cost of defending District, its agents and employees, against claims, actions, or demands. Organization will be liable for any destruction of school property caused by Organization and may be charged an amount equal to all damages and further use of facilities may be denied.

PROTECTION OF PROPERTY: School property must be protected from damage or mistreatment, and each third party user must be responsible for the condition in which it leaves the school facilities or grounds. If school property is damaged, or must be cleaned as a result of such use, the same shall be paid for or reimbursed by Organization. Organization agrees to all terms and conditions above, and accepts fees charged for facility use according to the District Facility Use Fee Schedule. This agreement is not effective until signed by the Authorized District Representative.

Permission to use a Kings Canyon Unified School District's facility is granted with the understanding that Organizations will adhere to the above Terms and Conditions and the following expectations.

- The Use will not have an unacceptable impact on facilities and/or field conditions.
- The Use will not place an unreasonable burden on site custodial, maintenance or administrative staff.
- The premises will be returned to the condition in which they were found prior to the use. Guests will be billed for damage to school property or extraordinary custodial or repair costs.
- Guests understand that the School's activities always take priority. On occasion Guests will need to be flexible and accommodate the Site's request to change their planned Use. This is not an uncommon occurrence for sports groups that have been permitted to use fields for whole seasons at a time.
- Approved Guests may "host" other teams for games or scrimmages only if the participants of the other teams are comprised of youth who reside within Kings Canyon Unified School District. (Does not apply to Aquatics Complex.)
- Lifeguard with a current Lifeguard Certificate (American Red Cross) must be on site at Aquatics Complex during the entire activity.
- Tournaments that include adult participants and/or vendors are not allowed.
- Conflicts regarding sharing the facilities with other guest groups must be handled in a mature and polite manner. If necessary, such conflicts should be brought to the attention of the site administrator.
- While on KCUSD premises a copy of the Board-approved Facility Use Request must be available to be presented to staff or security upon request.
- All KCUSD facilities are tobacco free and the use of tobacco is prohibited at all times.
- A person with a food handler's permit must be present if food is to be sold/served at the event.

I understand that permission to use the facility may be rescinded at any time if the Organization does not comply with the Terms and Conditions and/or conform to these expectations.

Signature of Organization's Representative

Signature of Authorized District Representative

Date: _____

Date: