

## APPLICATION FOR USE OF DISTRICT FACILITIES

Email application to [klee@slcusd.org](mailto:klee@slcusd.org) or [dsmith@slcusd.org](mailto:dsmith@slcusd.org)

**APPLICATION MUST BE RECEIVED AT LEAST 30 DAYS PRIOR TO EVENT**  
**A NON-REFUNDABLE PROCESSING FEE OF \$40.00 IS DUE UPON ISSUANCE OF PERMIT**

Site Requested: \_\_\_\_\_ Room or Area: \_\_\_\_\_ Today's Date: \_\_\_\_\_

DATES REQUESTED	DAY OF WEEK	TIME REQUESTED <i>(include set-up time)</i>		
		FROM	TO	# HRS.
Example: August 4, 11, 18, 2017 – One month per line. Use specific dates, not “first Monday of each month” or “every Wednesday.”	Mon	1:00 PM	5:00 PM	4
** Facility use on school holidays is dependent on staff availability and is subject to <i>additional</i> fees.**				

Name of Organization/Individual: \_\_\_\_\_ Is this a non-profit organization? \_\_\_\_\_

Type of Event: \_\_\_\_\_ Estimate Attendance: \_\_\_\_\_ Youth \_\_\_\_\_ Adult \_\_\_\_\_

Will admission be charged or a collection be made? \_\_\_\_\_ Restroom Requested: Yes  No

Description of set-up requested: \_\_\_\_\_

**AFFIDAVIT (In accordance with Board Policy/Administrative Regulation 1330)**

1. I do hereby certify that the facts stated in this application are true of my own knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters that I believe them to be true; **THAT I HAVE READ THE RULES AND REGULATIONS ON PAGE 2 AND AGREE TO BE BOUND BY THEM**; and that the school property sought to be used hereto in this application is not to be used for the commission of any crime or act prohibited by law.
2. Applicant hereby agrees to hold the San Luis Coastal Unified School District, its Board of Education, and its individual employees free and harmless from such loss, damage, liability, claims related to the coronavirus, cost, and expense that may arise during or be caused in any way by such use or occupancy of school property. Applicant is required to comply with all federal, state, and local guidelines to prevent the spread of infectious diseases, including but not limited to social distancing and contact tracing. Further, the organization or group represented shall assume full responsibility for adequate care and protection of the school property involved under this request, and will reimburse the district in full for any damage or loss which might occur.

In order to maintain the “Good Neighbor Policy” with neighbors adjacent to district facilities, applicants/users/participants will park their vehicles in district facility parking lots during their permit use. As a continuous effort towards the “Good Neighbor Policy,” applicants/users/participants will at all times exhibit good manners and respect to homeowners and property of all neighbors adjacent to district facilities. If these conditions are not met or respected, future use of district facilities may be in jeopardy.

\_\_\_\_\_ (initial)

Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

I have read and agree to *Statement of Information* and all other rules and regulations on page 2 of application.  
 I have also read and agree to the COVID-19 Addendum on page 3 of the application.

Signature of Representative for Organization/Group: \_\_\_\_\_ (initial)

\_\_\_\_\_  
 Signature Printed Name Printed Title

Approved by Facilities Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: The permit is not approved until signed by the Facilities Clerk for the San Luis Coastal Unified School District.  
 DO NOT advertise for this event until you have received written confirmation of the reservation.  
 Attach copy of flyer and/or any ad copy to be run on radio or television. Permit must be “in hand” when group is using the facilities.  
 \* 48-hour CANCELLATION notification is required / School site receives confirmation of approved permit via e-mail. \*

**Please read Board Policy/Administrative Regulation 1330 for complete information on use of district facilities.**

The extensive use of district buildings and grounds by community groups makes it imperative that definite rules, regulations and policies govern the use of these facilities. California Education Code permits the governing board of a school district to grant use of school district buildings and grounds for literary, scientific, recreational, educational or public meetings, or the discussion of matters of general public interest. This use of school district facilities must be in accordance with the provisions of E.C. §38130-38139. The use and occupancy of school district property shall be primarily for public school purposes. Any permitted use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose.

**1. Application for Use of District Facilities:**

- a) A completed Application for Use of District Facilities form must be submitted to the Facilities Clerk at least 30 days prior to date facility is requested.
- b) Groups or organizations using district facilities shall be required to provide the district with evidence of \$1 million coverage naming the district as an additional insured prior to using the facility. The district also requires an endorsement page listing San Luis Coastal as additional insured.
- c) Cancellations must be received by the Facilities Clerk at least 48 hours prior to the scheduled use or facility use fees may apply.
- d) Use of district kitchens or other food service facilities must be arranged with the Director of Food Services, 596-4064. The request to use such facilities must be clearly stated on Application.
- e) See BP/AR 1330 for facility use fee schedule and understand the charges prior to submitting the Application.
- f) No facility use fee will be assessed to any Group I user as defined in Board Policy/Administrative Regulations 1330. **A charge may be made for custodial requirements or any personnel overtime to recover district costs due to unusual impacts.** When no fee is charged, it is understood there will be no admission fee charged or donation collected, no soliciting of funds, no sale of literature, and that the meeting shall be non-exclusive and open to the public. In addition, a non-profit youth-oriented organization requesting the free use of district property must use the smallest unit that, in the judgment of the district, will accommodate the activity.
- g) Facility use fees will be assessed to ALL users including non-profit groups for the use of district facilities during non-school operational hours. Charges will be for DIRECT COSTS to the district (supplies, utilities, janitorial services and salaries paid school district employees necessitated by the organization's use of the district facilities and grounds). Groups not qualifying as non-profit will be charged FAIR RENTAL VALUE for the use of district facilities. These charges include the direct costs to the district, plus the amortized costs of district facilities or grounds used for the duration to the activity permitted.
- h) Permits will not be granted for the personal use of district property or for private business purposes.
- i) Use of district facilities will not be permitted if activity will interfere in any way with school activities.
- j) Applications will be denied if previous use by requesting organization or similar use has resulted in violation of these rules, inconvenience for school use, unpaid District invoices, or unpaid charges for damages.
- k) No rehearsals or other pre-program use of district property will be permitted unless application has been made and approved by the Facilities Clerk.
- l) Subletting of any district facility is prohibited. The facility is reserved only for the group making application and may not be reassigned to any other user.

**2. Supervision of Use**

District facilities shall be under the direct charge of the custodian assigned and, in the case of a school, under the general supervision of the principal of the school.

**3. Custodial Services**

Custodial services furnished organizations using district facilities shall be limited to cleaning, heating, ventilating, and general supervision and care of district property. District policy requires a custodian be on duty at all times when a facility is being used. A representative of the organization must be present at the scheduled time for opening. District premises should be vacated promptly in accordance with the time indicated on the permit to allow the custodian to prepare facilities for the next district use. Responsible person of organization must contact the custodian before the group vacates the facility.

**4. Policy/Security Personnel**

Organizations using the district property will be held responsible for the proper and adequate policing of the buildings and grounds to ensure the preservation of order and protection of property.

**5. Smoking, Drinking, Drugs**

Smoking is prohibited in all district buildings and on all district grounds. Additionally, use or possession of any type of alcoholic beverage or illegal drug is prohibited.

**Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids. California Civil Code 1812.98**

**6. Care of Floors**

The use of any materials on floors of gymnasiums, cafeterias, or other rooms is strictly prohibited.

**7. Decorations**

Plans for decorating must be approved in advance. All decorations are subject to the approval of the local fire department. Nails, tacks, scotch tape and other materials that damage walls and woodwork shall not be used. Christmas trees must be fireproofed.

**8. Use of Equipment**

Other than furniture normally located in the room to be used, no additional equipment may be used unless listed on the approved permit.

**9. Limitations of Use**

The use of school multipurpose rooms shall be limited to the use of the stage, auditorium, dressing rooms, property rooms, entrance corridor, and restrooms.

**10. Changes in Equipment Prohibited**

Alterations in any physical part of district facilities, including electrical equipment, stage curtains, or other equipment, will not be permitted without specific permission from the Facilities Clerk.

**11. Damage and Extra Custodial Services**

Groups or organizations using district facilities will be held financially responsible for any damage or breakage of district property caused by the fault or neglect of anyone sharing in such use. Facility users will also be charged for all extra cleaning or other custodial services which are the direct result of use of the property. It will be the responsibility of the user to prevent unnecessary wear and tear to facilities, littering, moving of furniture and equipment, or any act which will cause an undue amount of custodial work after facility use.

**12. Cancellation of Permits by School District**

Permits may be revoked by the district without previous notice when conflicting dates result, construction is in progress, or when the need of the Facilities for public school purposes has subsequently developed. For other causes, permits may be revoked at any time without notice.

**13. Fee Payment**

Facility use fees approved by the Board of Education in Board Policy/Administrative Regulation 1330 should be paid following, or in some cases prior to, the use of district facilities. Checks may be made payable to SLCUSD.

**STATEMENT OF INFORMATION**

The undersigned as duly authorized representative for organization seeking to obtain a facility use permit to use district facilities states that, to the best of his/her knowledge, the district property for use of which application is hereby made, will not be used for the commission of any crime or any which is prohibited by law.

The undersigned further declares that the organization listed on the facility use application on whose behalf he/she is applying for the use of district property, upholds and defends the constitutions of the United States and the State of California.

\_\_\_\_\_ (signature)

## COVID-19 ADDENDUM

This addendum modifies and supplements the facilities use application for San Luis Coastal Unified School District (“District”) to require the organization to follow all local, state, and federal guidelines regarding human protection from COVID-19, including but not limited to social distancing, face coverings, and health screening (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <https://www.emergencyslo.org/en/covid19.aspx>

The applicant agrees to pay additional custodial charges to sanitize and disinfect the facility completely after each use if applicable. The District will provide an estimate of the additional charges upon request. The organization acknowledges that the District may revoke and/or suspend use of the facilities with limited advanced notice as may be necessary to comply with the Guidelines.

The applicant will promote staff and users to comply with the Guidelines by washing their hands, covering coughs and sneezes, and wearing cloth face coverings/masks. Staff and users who are sick or who have had close contact with a person with COVID-19 will be required to stay home. The applicant will also require staff and users to sign an assumption and release containing at least the terms set forth below.

The applicant agrees to assume and release all claims against the District related to the organization’s use of District facilities due to being exposed to or infected by COVID-19. The organization agrees to indemnify, defend and hold the District harmless for claims for damages or injuries related to the use of facilities consistent with the facilities use statement and District policy. All insurance maintained pursuant to facilities use statement shall provide coverage for organic pathogens and viruses, including but not limited to claims related to COVID-19.

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### ASSUMPTION AND RELEASE AGREEMENT

1. I, \_\_\_\_\_, I acknowledge that San Luis Coastal Unified School District (“District”) is not involved or otherwise responsible for my activities. This assumption and release agreement also applies to the following minor(s): \_\_\_\_\_.
2. Prior to entering District property, I agree to conduct a wellness check and ensure that I do not have a temperature and am free of all symptoms of COVID -19, including my minor dependent(s), if applicable, as set forth in Guidance. While on District property, I agree to follow all applicable social/physical distancing protocols, wear a face covering at all times, and abide by all other COVID-19 health and safety protocols in place.
3. I agree to release the District from all responsibility and liability related to my use of District property, and my minor dependent(s), if applicable, and I agree to indemnify, defend and hold the District harmless from any claims, causes of actions, actions, liabilities, and costs that may arise. I agree that this waiver, indemnity, and assumption of risks is intended to be as broad and inclusive as permitted by the law of the State of California.

My signature below indicates that I have read, understand, and agree to abide by these conditions at all times.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_