

Facilities Use Agreement and Application

1. Application must be submitted to the pertaining school at least 14 days prior to the intended date of use
2. Applicant must pay in full prior to usage
3. Notification of cancellation must be given at least 8 days prior to the intended date of use

Name of Organization		Phone#	Date
Mailing Address		City	ZIP
Name of Authorized Agent		E-mail	
The above organization hereby makes application for the use of the following:			
School		Facility Requested	
		<input type="checkbox"/> Classroom <input type="checkbox"/> Gym <input type="checkbox"/> Stadium <input type="checkbox"/> Multipurpose Room <input type="checkbox"/> Playfields <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Hardtop Areas <input type="checkbox"/> Restroom	
Purpose of Event <input type="checkbox"/> Educational <input type="checkbox"/> Community <input type="checkbox"/> Recreational <input type="checkbox"/> Political <input type="checkbox"/> Other _____			
Date(s) Requested:		Time	
Number of Attendees		Quantity Needed	Tables _____ Chairs _____
List activities giving detailed descriptions and safety precautions taken			
Preparations Required			
List any items / equipment you wish to bring onto property			
Is your group non-profit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Will this meeting be open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will refreshments of any type be served? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Description of refreshments			
If you wish to use the kitchen, please contact Food Services at (805) 306-4500 ext. 4703. A separate approval is required.			
FOR SCHOOL AND FACILITIES DEPARTMENT USE ONLY			
School Principal / Administrator Signature			Date
Application <input type="checkbox"/> Approved <input type="checkbox"/> Denied			
Custodial overtime <input type="checkbox"/> Yes <input type="checkbox"/> No		_____ hrs. @ _____ /hr. = _____	School Event Total \$ _____
Filing/Application Fee Paid <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Background Check Required <input type="checkbox"/> Yes <input type="checkbox"/> No	
Fees <input type="checkbox"/> Direct Cost _____		<input type="checkbox"/> Fair Rental _____ <input type="checkbox"/> Youth / non-profit _____	
Invoice Applicant <input type="checkbox"/>	Date Paid		Check No.
Insurance Received <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		Expiration Date	
Approved for use <input type="checkbox"/> Yes <input type="checkbox"/> No			
District Facilities Coordinator Signature			Date
Director of Facilities and Planning Signature			Date

Copy Sent to Site Applicant Accounting

Use Agreement

- 1. Applicant's Duty to Inspect, Warn and Rectify.** Applicant agrees that the District makes no representations or warranties as to the condition of the facilities which the Applicant is using, and the Applicant agrees to take such property and facilities "as is". Applicant agrees to be responsible for determining that the facilities are in proper and safe condition to be used for the purpose anticipated; and Applicant agrees to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons. Applicant agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.
- 2. Application.** Applicant must submit this form to the School Site Principal 14 working days prior to the date of use. To ensure time for processing. Applicant acknowledges that the District's willingness to rent this facility is contingent upon approval by the site administrator and by the District's Business Services Department. Permission will not be granted until all necessary documents such as certificates of insurance are received by the District. User will be mailed or e-mailed a copy of the agreement for the use of school facilities when permission is granted and this copy of the agreement should be carried by the user as proof of permission for facility use.
- 3. Payment and Insurance.** Payment for invoices, as well as insurance requirements are due 10 days prior to the event. The District is not a sponsor or participant in the activities related to this facility use agreement. District employees that use or participate do so outside of the course and scope of their employment and are not covered under the District's Worker Compensation program. See page 4 of this contract for insurance requirements.
- 4. Cancellation.** The Applicant must contact the school and the District if cancelling their event. Notification of cancellation by either the District or the applicant must be done at least 8 days prior to the event. A 50% non-refundable fee applies to Film Groups who cancel scheduled usage. The District reserves the right to cancel completely, on 10-day notice, in the event facilities are needed for school purposes. All users and fee schedules are governed by regulations adopted by the Governing Board.
- 5. Damage to School Property.** Groups or persons using school facilities shall be liable for any property damages caused by 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 facility to original condition.
- 6. Adult Sponsorship.** All juvenile organizations seeking use of school premises must have adequate adult sponsorship and supervision of all facilities used including the lavatories.
7. 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.
8. 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.
9. 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.

Applicant / Representative Signature

Date

Fire and Safety Regulations

1. At no time shall there be more persons admitted to the auditorium or any other assembly 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 requirements of the city, county, state and federal Health and Safety Codes.
3. No device which produces flame, sparks, smoke, or explosions shall be used in the auditorium or any other rooms.

General Rules

1. The following are prohibited in any school facility or on school grounds: smoking, possession or use of intoxicants or narcotics, weapons of any kind, quarreling, fighting, profane language and obscenities.
2. No activities, set up or take down in facilities or on grounds, shall occur prior to 8:00 a.m. or after 11:00 p.m. unless written approval has been received from the Facilities Department.
3. Only the District may pay school district employees for services involving the use of school facilities.
4. The Board of Education or its representatives shall have "free access" to all meetings and/or activities held in school facilities or on school grounds at any time. Monitoring of meetings and/or activities by a designee of the superintendent may be required.
5. The Simi Valley Unified School District, its officers and employees will assume no responsibility for properties left on school premises.
6. The use of motor vehicles on school district property other than parking lots and driveways is prohibited unless authorized by the Facilities or Maintenance Departments.
7. Playfields may not be used after heavy rains for practice or games.
8. Facility use of cafeteria facilities for food service shall only be allowed after proof that the requirements of A.A. 1332 have been complied with. However, pot-luck meals or refreshments may be served without the use of kitchen facilities or equipment with the approval of the site administrator of the facility.
9. School furniture and equipment shall not be moved or unplugged by anyone who is not a District employee without the permission of the Superintendent, site administrator, or his/her designated representative.
10. No equipment, material or supplies shall be loaned for use away from the school premises.
11. Any permit granted for the use of school facilities may be immediately revoked by the District for the following reasons:
 - a. Violation of District policies, rules or regulations.
 - b. Violation of city, county, state or federal laws and ordinances.
 - c. Disruption of school activities.
 - d. Disregard of the peace and privacy of the surrounding neighborhood.
 - e. Failure to maintain District required insurance throughout the course of the permit.
12. The Applicant may not transfer or assign this Agreement or any right to interest hereunder or sublet said facilities or any part thereof without first obtaining the prior written consent and approval of the District.
13. Applicant will not make or allow any improvement or maintenance in or to the facilities without the District's prior written consent, which may be withheld in the District's sole discretion.
14. Indemnification. To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, 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, participants, vendors, customers or subcontractors of Applicant, whether such act or omission is authorized by this Agreement or not. Applicant also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the 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, participants, vendors, customers or subcontractors. Applicant further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

This indemnification shall survive termination of this agreement.

FORCE MAJEURE. Neither party will be liable for failure or delay to perform obligations under this Agreement which have become practicably impossible or infeasible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; civil unrest or riots; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event and the actions taken to minimize the impact thereof. All due dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent duties and obligations for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

COVID-19 – Applicant acknowledges the Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and can spread easily and exponentially. While persons of all ages are at risk of contracting COVID-19, persons with compromised immune systems and older persons may be at particular risk. With full awareness and appreciation of the risks involved, Applicant, for itself, its agents, employees, participants, vendors, customers and subcontractors, hereby forever releases, waives, discharges, holds harmless and covenants not to sue District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from any and all liability claims, demands, actions or causes of action whatsoever directly or indirectly arising out of or related to any loss, damage or injury, including death, that may be sustained by Applicant, its agents, employees, participants, vendors, customers and subcontractors related to COVID-19 regardless of whether caused by the negligence of the District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers, any third party using the facility subject to this Agreement or otherwise while participating in any activity while in, on or around the facility or while using the facility, equipment or furnishings.

Applicant agrees to taking all steps and action necessary or required to address the COVID-19 pandemic with respect to this Agreement, including, but not limited to, ensuring any of Applicant's agents, employees, participants, vendors, customers, subcontractors and volunteers comply with all current and subsequent requirements and recommendations issued by any governmental agency (including the City, County, State or Federal Government and related health care agencies) related to the COVID-19 pandemic that are applicable to the Property. Applicant shall be solely responsible for determining and implementing the specific actions and requirements applicable to purpose of this Agreement for the activity to be conducted at the Property, including, but not limited to, any limitation of the number of attendees, required protective apparel (e.g. face mask, gloves), social distancing requirements or recommendations applicable at the time, implementing any cleaning measures required or suggested to ensure the property is safe for use prior to any of Applicant's, agents, employees, participants, vendors, customers, volunteers and/or subcontractors enter the Property and similarly adequately cleaning the Property after any such use as required.

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:

Worker's 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. Applicant shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. In the case of any activities which are hired or subcontracted, Applicant shall require all vendors and subcontractors to provide Workers' Compensation Insurance and maintain Employers' Liability insurance coverage 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. Absent proof of Workers' Compensation Insurance, Applicant will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

Commercial General Liability Insurance. Applicant shall procure and maintain, during the term of this Agreement, 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, 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. Applicant shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following 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

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 \$2,000,000 per occurrence and \$4,000,000 aggregate.

If the Applicant or Applicant's vendors and subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Applicant's and any and all vendors' and subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District.

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 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Endorsements. Applicant's and any and all Applicant vendor's and subcontractor's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.

1. General Liability: CG 20 11 10 01
2. Primary, Non-Contributory: CG 20 01 01 13
3. Waiver of Subrogation: CG 24 04 05 09
4. Commercial Automobile Liability: CA 20 48 10 13

Applicant's and any and all Applicant subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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.

ACKNOWLEDGEMENT AND AGREEMENT

I have read the agreement and agree to its terms.

Applicant / Representative Signature

Date