

PORTOLA VALLEY SCHOOL DISTRICT

APPLICATION AND PERMIT FOR USE OF FACILITIES (ABC LICENSE OBTAINED)

1. Name of Applicant: _____
(Organization, Group, Individual)
2. Address of Applicant: _____
3. Representative: _____
4. Facilities Requested: Location/Address _____
Building/Room/Grounds/Special Facilities _____
5. Dates of Intended Use: _____

Dates of Use	Hours of Use	Persons in Charge	Description of Activity	Estimated Attendance

DECLARATION OF APPLICANT

1. Nature or type of intended use
2. Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other receipts estimated in amount of \$ _____. If no receipts anticipated for these activities check here. ()
3. Receipts set forth in item 2 above will be used for: _____
4. 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, normal wear and tear excepted.
5. I hereby certify that I have received and read the rules, regulations, conditions, terms 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 and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. I acknowledge and agree that the District retains sole discretion to approve or deny this request to use District facilities.
6. It is agreed that the applicant shall comply in all respects with the terms of its **attached license or permit from the California Department of Alcoholic Beverage Control**, and that any breach of the terms of that license or permit shall be grounds for immediate ejection of the entire activity from the premises, in addition to any applicable criminal or regulatory penalties. Applicant shall also provide a certificate of insurance with limits of at least \$1 million per person, \$2 million per incident or occurrence, and Liquor Liability coverage of at least \$2 million per incident or occurrence. All such insurance must be shown in the endorsement and shall name the District as an additional insured. It is agreed that the applicant will not permit minors to be present at the activities when alcohol is being served, whether or not such presence is purportedly allowed by the ABC license or permit. It is agreed that applicant will not permit the individual sale of alcoholic beverages on the premises.
7. 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.
8. In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE PORTOLA VALLEY SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, AGENTS AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, HOWEVER CAUSED, THAT MAY ARISE FROM OR BE ALLEGED TO BE CAUSED BY THE UNDERSIGNED'S USE OR OCCUPANCY OF DISTRICT FACILITIES (INCLUDING INGRESS AND EGRESS TO THE PREMISES), FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES SATISFACTORY TO THE DISTRICT, ENDORSING THE DISTRICT ON AS AN ADDITIONAL INSURED.

DUTY TO INSPECT, REPAIR AND WARN

The parties agree that the District makes no representations or warranties as to the repair or condition of the facilities which lessee is entitled to use hereunder, and lessee takes such property and facilities as is. The parties further agree that it shall be lessee's obligation, not District's, to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated herein; that it shall be lessee's obligation and duty, and not District's, to inspect such property and facilities before they are used and to take affirmative steps to repair, or where necessary, warn, in order to prevent injury to person or property; and that in the event such injury does occur, any claim arising therefrom shall trigger lessee's indemnity and defense obligations hereunder.

Signature of Representative _____

Date _____

Address _____

Phone: _____

The Department of Alcoholic Beverage Control application forms can be found at: <https://www.abc.ca.gov/Forms/PDFSp.html>