



PORTOLA VALLEY SCHOOL DISTRICT
School Facility Use Application

1. Facility: Ormondale Corte Madera Area/Space: Classroom/Library Gym/MUR Sports Field
2. Date(s) Requested: _____
Time (Start-End, include setup and cleanup time): _____
3. Special Instructions/Needs: _____
4. Type of Function: _____ Expected Attendance: _____
5. Requesting Organization: _____
6. Organization Type: Private Business Non-Profit. Other _____
If your organization maintains a non-profit status, you must provide a copy of the letter certifying your organization has a non-profit status (IRS Code Sec. 503).
7. Contact Person: _____ Title: _____

Address: _____ City: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____
8. **CALIFORNIA EDUCATION CODE PROHIBITS THE USE OF TOBACCO ON SCHOOL GROUNDS. USE OF ALCOHOL IS PERMITTED VIA AR 1330 ONLY UNDER SPECIFIC CONDITIONS, AND REQUIRES A COMPLETED AND APPROVED APPLICATION AND PERMIT FOR USE OF FACILITIES (ABC LICENSE OBTAINED).**
9. **Insurance:** As a condition to use District facilities, user shall provide the District a Certificate of Insurance and Additional Insured Endorsement with liability coverage of \$1,000,000 per occurrence. *This document is to be attached to this application.*
10. **Clean-up/Damages:** Users are responsible for the condition on which they leave the facility. Any repairs or costs related to the cleanup, loss of district property, or trash removal will be charged to the applicant. Costs will be determined by the Chief Business Official. Failure to pay promptly for such damages is grounds for denial of future school facility use.
11. **COVID-19:** District cannot prevent individuals from becoming exposed to, contracting, or spreading COVID-19 while participating in or attending activities on District premises. User shall ensure that all activities occurring on District facilities under this agreement comply with applicable COVID-19-related public health orders and guidance from the County of San Mateo Public Health Department, the State of California (including, without limitation industry guidance from the California Department of Public Health), and the Federal Centers for Disease Control and Prevention (CDC). **User shall obtain signed Assumption of Risk and Liability Waivers from all participants or attendees, which release District from any and all liability related to participation or attendance in activities occurring on District facilities under this agreement, prior to allowing such participation or attendance to occur.**
12. **Save Harmless:** User agrees to indemnify and save harmless the Portola Valley School District, its school board, officers, agents, employees and servants from all claims, suits or actions of every name, kind and description, brought for, or on account of any kind whatsoever and to whomsoever belonging, including but not limited to the concurrent active or passive negligence of the District, its school board, officers, agents, or employees and servants, while in, upon or in any way connected with the premises during the term of this permit or any extension thereof, provided that this shall not apply to injuries for which the District has been found in a court of competent jurisdiction, to be solely liable by reason of its own negligence or willful misconduct. The duty of the user to indemnify and save harmless, as set forth herein, shall include the duty to defend as established in Section 2778 of the California Civil Code. **User understands and agrees that its duty to indemnify and save harmless herein expressly extends to any claims, suits, actions, or damages arising from or related to User's obligations under Section 11 above.**
13. Signature: _____ Date Application Submitted: _____

HOURLY RATES REFLECT THE COST PER HOUR PER AREA/SPACE REQUESTED

	<u>Exempt Group</u>	<u>Non-Profit</u>	<u>Other Groups</u>	<u>Custodial Services</u>
Classroom/Library	-0-	\$38.00/hour	\$62.00/hour	\$55/hour (minimum 2 hour charge)
Gym / MUR	-0-	\$92.00/hour	\$142.00/hour	Fee will be added to after-hours and weekend use, in addition to area fee.
Sports Field	-0-	\$35.00/hour	\$50.00/hour	

Rental Details and Fee Calculation: *To be completed by applicant and verified by Office Manager.*

If more dates are requested than space provided, attach a separate sheet detailing dates/times (i.e. team schedule, calendar, etc.). For recurring or weekly events, indicate monthly subtotal. **Use time must include set-up, breakdown, and clean-up. Additional fees may be applied if custodial services are required.**

Date	Start Time incl. Setup	End Time incl. cleanup	Number of Hours	Type of Organization	Area/ Space	Rate per hour	Subtotal
Total							

Site Approval *To be completed by Principal*

CUSTODIAL SERVICE: Required – Custodian Assigned: _____ Not Required

Fee to be applied: \$55 x _____ hours = \$ _____

Principal's Signature _____ Date Approved: _____ Denied

Keys required Yes No

Forward application to District Office, Attention: Business Services.

District Office Approval

Area/Space Fee: _____ Custodial Fee (if applicable): _____ **TOTAL AMOUNT DUE:** _____

Chief Business Official: _____ Date: _____

Approved copy will be forwarded to Principal, Applicant, Fiscal Services Manager, Accounts Receivable for billing.

ATTACHMENT A

LIVESCAN BACKGROUND CHECK CERTIFICATION:

_____ (“Applicant”) hereby certifies to the District administration and Governing Board that it has completed the criminal background check requirements of CA Education Code section 45125.1, and that none of its employees who may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Please list below, or attach, the full names of all employee(s) that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

LIVESCAN CERTIFICATION WAIVER JUSTIFICATION:

“Applicant” qualifies for a waiver of the LiveScan Background Check Certification for the following reason(s) permitted by Education Code section 45125.1 et seq.

- “Applicant” and its employees will have NO CONTACT with students. (No school-site services will be provided.)
- “Applicant” and its employees will have LIMITED CONTACT with students. (Specific information about length of time on school grounds, proximity of work area to student areas; whether “Applicant” and its employees will be working by themselves or with others, and any other factors that substantiate limited contact *must be attached*.) [EC 45125.1 (c)]
- “Applicant” and its employees will have more than LIMITED CONTACT with students, but will guarantee that ONE OR MORE of the following methods are utilized to ensure student safety. [EC 45125.2 (a)]

--Check all methods to be used:

- Installation of a physical barrier at the worksite to limit contact with students.
- Continual supervision and monitoring of all employees of the “Applicant” by an employee of the “Applicant” who has not been convicted of a serious or violent felony as ascertained by the DOJ.
- Surveillance of employees of the “Applicant” by school personnel.
- The services provided by “Applicant” are for an “EMERGENCY OR EXCEPTIONAL SITUATION,” such as when student health or safety is endangered, or when repairs are needed to make school facilities safe and habitable.” [EC 45125.1(b)]

“Applicant” signature _____ Date _____