



SANTA PAULA UNIFIED SCHOOL DISTRICT K-12

201 S. Steckel Drive
Santa Paula, Ca 93060
Maintenance Dept. Office: (805) 933-5602
607 East Ventura St.
Santa Paula, Ca 93060

USE OF SCHOOL FACILITIES IN ACCORDANCE WITH THE
STATE OF CALIFORNIA EDUCATION CODE, DIVISION 3,
CHAPTER 6, SECTION 38130-38139

SANTA PAULA UNIFIED SCHOOL DISTRICT
BOARD POLICIES & REGULATION 1330

Name of Organization (*herein called Applicant*)

Date

Authorized Representative of Organization (*herein called Representative*)

Title

Telephone

Address

E-mail

Name of Santa Paula Unified School District facility requested (*herein called District*)

Location at facility

Type or purpose of Activity

Expected attendance

Date/s Requested

Type of Group

Submit Application at least:

I. Non-Profit Serving District Youth

21 Days Prior to Event

II. Non-Profit Serving Community

21 Days Prior to Event

III. Other Community/Non-Profit, charging Admission

60 Days Prior to Event

IV. Commercial entity

60 Days Prior to Event

If serving food, attach proof of inquiry to and response from the Ventura County Environmental Health Department.

Check here if food will be prepared in the cafeteria/kitchen. (Will require District staff be present)

If using the High School pool, attach the Certificate(s) of the lifeguard(s) that will be present.

AGREEMENT:

- In executing this declaration, Representative certifies that he/she has been duly authorized by the Applicant to act in its behalf in making application for use of said facility.
- Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other records estimated in amount of \$ _____. If no receipts are anticipated for these activities check here.
- Receipts set forth in item 2 above will be used for: _____
- Representative hereby certifies that he/she will be personally responsible on behalf of the Applicant for any damages sustained by District building/s, furniture, equipment or grounds occurring through the occupancy or use of said building/s and/or grounds by the Applicant.

5. Representative hereby certifies that he/she has received and read the rules, regulations, conditions and terms including those attached to this application and that Representative and Applicant 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 Governing Board and its authorized agents which may be communicated to the Applicant.
6. 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.

Statement of Information

Representative 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 act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means.

Representative states that the Applicant does not, to the best of his/her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his/her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Pursuant to Education Code Section §220 and Penal Code 422.55, Representative certifies for the Applicant that to the best of his or her knowledge, Applicant using the District facilities will not illegally discriminate on the basis of actual or perceived gender, sex, sexual orientation, race, religion, color national or ethnic origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, or veteran status. If found in violation of the law, the permit will be immediately revoked and will be cause for denial of future permit applications .

In addition, Representative certifies that he/she has been duly authorized by the Applicant to act in its behalf in making application for said facility. Representative understands all fees are due prior to Permit issuance.

Representative signature	Representative Printed Name	Date

(NOTE: Representative to initial on pages 5, 6, 7 in addition to signing here)

		()	()
Site Administrator Approval	Date	approved	not approved
<i>(Principal: Please fill out "OTHER EVENT" section on page 3)</i>			
		()	()
Director of Maintenance & Operations	Date	approved	not approved
		()	()
Assistant Superintendent, Business Services	Date	approved	not approved

Board Consent Calendar Approval: _____

Indicate Facilities Requested: *Note: All use of school facilities must end by 9:30 p.m.	√	DATE(S) Month & Day Beginning to End	HOUR(S) Begin Time to End Time
Eakins Auditorium (High School)			
Classroom/s			
Field/Playground			
Gymnasiums: Bryden McMahan Isbell			
Jones Field/Stadium/Track (\$500.00 DEPOSIT WHEN REQUIRED) (extra fee for lights)			
Multi-purpose Room Kitchen Yes __ No __			
Pool (High School) (PROVIDE COPIES OF CERTIFICATES FOR ALL LIFEGUARDS.)			
Restrooms/ (over 2 hours) Snack Bar, Ticket Booth (High School)			
Tennis Courts			
Parking Lot			

OTHER EVENTS: To be filled out by Site Administrator. Please note other events on campus during the same date/same time period as requested activity:

Time from:	Time to:	Venue:	Group:	Event/Purpose:	Expected Attendance:

RULES, REGULATIONS, TERMS AND CONDITIONS FOR USE OF FACILITIES

1. Applications, available at the Maintenance, Facilities and Operations Dept. office located at 607 E. Ventura Street, must be completed by a responsible Representative of the Application. Applications shall be made at least Three (3) weeks before the facilities are desired **for Tier I & II, Sixty (60) days prior for Tier III and Tier IV.** A \$25.00 application fee will be charged for each request and at the time of submittal. Continuing use shall not be granted for longer periods than one year at a time, and shall not extend beyond the end of the fiscal year (June 30th). Completed forms shall be the responsibility of the Representative to be taken to desired site for principal’s signature and approval. The Representative will then return completed and signed application to the Maintenance Dept.

A copy will be mailed to the Applicant after final processing and all facilities fees (if applicable) have been assessed.

2. Applications must indicate the name of the organization (Applicant) that is making application and the purpose for which the facilities are to be used. The Representative will be held responsible for the group or organization. Use of buildings, grounds, and equipment for non-school purposes shall be strictly in accord with California Education Code, Section §38130-38139.

3. The use and occupancy of school property shall be primarily for public school purposes. School related activities shall have priority in the use of school facilities and grounds. Other uses authorized shall be on a first-come, first served basis. No group, regardless of its character, may monopolize the use of the school property or interfere with the educational program of the school.

4. All functions shall end by 9:30 p.m., unless special permission is secured in advance from the Governing Board. All permits will be issued for specific times and for specific hours. It will be the responsibility of the organization using the facility to ensure the any unauthorized facility portions of the site are not misused or damaged in anyway.

5. District equipment may be used only on the school premises and only when operated by designated District personnel.

6. District property must be protected from damage and mistreatment and ordinary precautions for cleanliness maintained. Groups shall be responsible for the condition in which they leave the site premises. In cases where school property has been damaged or beyond normal wear, the cost of repairing the damage shall be paid by the Applicant. The District shall be the final judge as to the costs of repairing the damages.

7. The use of intoxicants, narcotics, tobacco, profane language, quarreling, fighting or gambling are prohibited in or about District site facilities and premises. Violation of this rule by any Applicant during occupancy shall be sufficient cause for denying further use of school facilities.

8. Juvenile groups must have adult supervision. There shall be no less than one supervisor for each twenty minors unless the Site Principal has approved exemption.

9. Private vehicles are not permitted in any area other than the designated parking areas.

10. No admission fee shall be charged or contributions or dues solicited unless a notation of such charges or solicitation has been made on page one of the application.

11. The District shall provide the necessary custodial services for approved use of school facilities. A custodian shall open site only upon presentation of a permit properly issued and signed and will return to secure facilities. No money shall be paid any employee in the form of a tip or gratuity. .

12. If the Site Principal deems security is necessary, the Applicant will then provide their own security, or pay for the District Security personnel.

13 If a meeting is postponed or cancelled, the site shall be notified at least twenty-four (24) hours in advance. Failure of an Applicant to provide this notice to the school site will result in the Applicant being billed for the meeting or event only as specified by the rules governing use of District facilities.

14. Future use shall be denied to any Applicant that does not comply with these rules and regulations. Sections §38130-38139 of Education Code, The Civic Center Act, are the basis of these rules, and are hereby incorporated in the application even though not explicitly stated.

15. The Governing Board, through its designated representative, reserves the right to cancel any use of District site facilities approved under this article. When practical, one weeks' notice will be given for cancellation of use; however, the right is reserved to cancel the approved use without notice if occasion demands.

REPRESENTATIVE'S INITIALS FOR ITEMS #1 – 15: _____

RELEASE, INDEMNIFICATION, FORCE MAJEURE, HOLD HARMLESS & INSURANCE

INDEMNIFICATION. Applicant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including 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, or subcontractors of Applicant, whether such act or omission is authorized by this agreement or not. Applicant shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such 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 or subcontractors. Applicant further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

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 commencing, which notice shall describe 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:

- Workers’ 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. In the case of any activities which are hired or subcontracted, Applicant shall require all vendors and subcontractors to provide Workers’ Compensation Insurance 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.
- Commercial General Liability Insurance. Applicant shall procure and maintain, during the term of this Agreement, not less than 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, broad form 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. If vehicles will be driven on district property, Applicant shall procure and maintain, during the full term of this agreement following Automobile Liability Insurance with the following minimum 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

Applicants' and any and all vendor's and/or subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and Governing Board members as additional insureds.

- 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 \$1,000,000 per occurrence and \$2,000,000 aggregate.

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 Fifteen (15) days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Applicants and any and all Applicant subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and Governing Board members as additional insureds.

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.

REPRESENTATIVE'S INITIALS FOR RELEASE, INDEMNIFICATION, FORCE MAJEURE and HOLD HARMLESS & INSURANCE ITEMS:

BUILDING & GROUNDS/FIRE & SAFETY

1. At no time shall there be more persons admitted to the auditoriums, theaters, or other rooms that the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery, shall be fire resistant or flame-proofed in accordance with the State health and Safety Code.
3. No device, which produces flame, sparks, smoke, or explosions shall be used in the auditoriums, theaters, or other rooms. District property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Should District property be damaged or abused beyond normal wear, such damage will be paid for by the Applicant, and shall be sufficient cause for cancellation of future use.
4. All lights must be turned off when leaving, and all doors must be locked and secured.

5. No alterations or physical changes shall be permitted in or on any facility including building, playing fields, or equipment. No unauthorized use of equipment.

6. No pesticides, herbicides, or rodenticides of any type should be applied to or used on District premises.

7. No decorations, scenery sets, or lighting are to be nailed to floors, walls, or ceilings. No preparations of any kind shall be used on District school floors by Applicants using the buildings. Shoes with cleats or plates and rubber soles or heels which mar or mark the floor will not be permitted in District buildings.

8. Prohibited on school property: Animals (with the exception of active service dogs), firearms, pellet guns, BB guns, sling shots, archery, discus, javelin, shot put, roller hockey, riding of tricycles, scooter, go-carts, motor scooters, bicycles and skateboards (except for riding to and from school), unauthorized automobiles, running of model and miniature cars or model planes and rockets, skating, horseback riding, and hitting of golf balls.

REPRESENTATIVE'S INITIALS FOR ITEMS #1 – 8: _____

**APPLICANT COPY: Fee Estimate
(Final invoice may reflect changes for actual time/ use/ damage)**

FOR DISTRICT USE ONLY

Ed.Code §38134 (a): Civic Center Act will determine charges as referenced on the schedule of fees.

Fees Charged	Total Hours Of Use	Hourly Rate (\$)	Fee Total
Application Processing Fee*			\$25.00 (REQUIRED)
Equipment/Supplies			
\$500 Deposit (HS Stadium/Track)			
Facility Fee Tier: II, or III	X		
Facility Fee Tier IV (fair Market Value)			
Food Service Workers**	X	\$	\$
Custodian Callback & Clean Up**/** <i>As deemed Necessary by District</i>	X	\$ (= time & ½)	\$
Security Personnel		\$ (= time & ½)	\$
Other	X		
TOTALS	X	\$	\$