

CIVIC CENTER FACILITIES USE PERMIT APPLICATION

Instructions for Completing Facilities Use Permit Application:

- The Merced County Office of Education’s (MCOE) Business Services office will notify the applicant of the total amount of fees due after the application has been processed.
 - Fee Schedule: Any event, individual, group, or organization classified as commercial, religious, or other non-profit may be charged for facilities usage according to the fee schedule. The MCOE has established certain groups or events whose use of school facilities will be covered by appropriated funds. There will be no other direct charge to these users so long as funds are provided by MCOE to cover related costs. (These groups may be charged for custodial costs if needed and supplemental heat or air conditioning if requested.) Fees are due within 30 days of receipt of the invoice. Mail check payable to Merced County Office of Education and include the invoice number on your check. Attn: Business Services, 632 West 13th Street, Merced, CA 95341.
- The Facility/Room that is being requested must be listed on the application.
- Applications must indicate the EXACT beginning date (date, month, and year), ending dates (date, month, and year), opening, and closing times to be processed. To request a facility for more than one day, please either list each date requested, specify a range (e.g., “4/11/22 through 6/30/22, Saturdays only”), or attach a schedule. When an event takes place outside of regular custodial hours, personnel fees will be assessed according to the fee schedule. Additional personnel may be scheduled at MCOE’s discretion and at the Permittee’s expense.
- Changes and Cancellations: Email the Business Services office at ConferenceRoomReservation@mcoe.org at least 72 hours in advance of your event(s) or the permittee may be invoiced for the full reserved time.
- Submit application and required documents to the Business Services office at Merced County Office of Education, 632 West 13th St., Merced, CA 95341, fax: (209) 381-6769, or email: ConferenceRoomReservation@mcoe.org
- For questions relating to the completion of the form, call (209) 381-6736 or (209) 381-4556.

Section I - Contact Information (Please type or print clearly)

Today’s Date: _____

Name of Applicant: _____ Title: _____

Name of Organization: _____ Profit Non-Profit

Address: _____ City: _____ State: _____ Zip: _____

Phone Number (include area code): _____ E-Mail: _____

Contact Person on Site (if different from Applicant): _____ Phone Number: _____

Section II - Description of Activity

Please give a description of your intended use of the facility. If students are involved, please provide the age group of the children.

Date(s) requested (attach schedule if needed): _____ Estimated # People: _____

Facility/Room Requested: _____ Event Title: _____

Admission Cost/Fees Charged to Participants: \$ _____ (If admission fee is charged) Proceeds to be used for: _____

Hours Requested: (Start time – End time, including set up and clean up time) _____

Will alcoholic beverages be served? Yes No

Will Food be Served? Yes No

Will there be decorations? Yes No

Are you going to have signs? Yes No

A. Rules and Regulations Governing the Use of these Facilities (ref. Cal. Ed. Code sections 40040 – 40053)

1. Use and occupancy of MCOE property shall be primarily for public school purposes. Any authorized use of occupancy of the premises for other than public school purposes shall be secondary and subordinate to this primary purpose. Final approval for use of premises may not be granted more than ninety (90) days in advance.
2. Any permit may be revoked without previous notice, at no expense to MCOE. MCOE will make reasonable efforts to provide notice.
3. The following is prohibited on MCOE premises:
 - i. Any use which involves the possession, consumption, or sale of any illegal substances, intoxicants, or alcoholic beverages except where allowed by law (see section C. Alcohol on MCOE Facilities for exceptions);
 - ii. Smoking or the possession or use of tobacco of any kind (MCOE Policy#3513.3)
 - iii. Betting, gambling, lotteries, or raffles.
 - iv. The possession of firearms.
4. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
5. Depending on the type of program, and at the discretion of MCOE, Permittee may be required to employ a security service to assist with the supervision and control. The cost for this requirement shall be borne by the group/individual using the facility.
6. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public.
7. Foodstuffs and other commodities may not be sold without a special food vendor's insurance.
8. All MCOE signage and logos must be visible and not covered by; the applicant's logos, signage, displays, or decorations. This includes taping or pinning items to podiums, furnishings, and walls. All displays and signage brought in by the applicant must be approved by the Merced County Office of Education.
9. No program shall contain matter which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine, seditious utterance, or which agitates for changes in our form of government or social order by violence or unlawful methods.
10. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July or may be revoked at any time at the discretion and or needs of the MCOE.
11. This permit is not transferable.
12. If any group activity destroys school property, the group shall be charged an amount necessary to repair damages and further use of the facility may be denied.

B. Facilities Safety and Security

1. Permittee agrees both as an organization and as a signatory individual to be jointly and personally responsible for all damage to MCOE Property that may arise during or by the permitted activity.
2. INSPECTION OF PROPERTY: The permittee agrees to inspect the property before and after occupancy and/or use to assure that it is in a safe condition and proper repair.
3. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
4. Decorations shall be fire-resistant or flameproof in accordance with the State Health and Safety Code.
5. Except to keep catered food warm, no flames or other incendiary devices of any kind are allowed in any MCOE buildings. No explosion or fireworks are allowed on any MCOE premises.
6. Events involving animals shall NOT be allowed on MCOE property.
7. Permittee using the facilities must provide adequate supervision to maintain strict order at all times while on the premises.
8. Depending upon the type of program, and at the discretion of MCOE, Permittee may be required to employ a security service or have law enforcement present to assist with supervision and control. The cost for this requirement shall be borne by the Permittee.
9. The Facilities Director shall have the power of a peace officer to carry out the provisions, intents, and purposes of Education Code Section 40052 to maintain strict order on the premises.
10. Criminal or suspicious activity during normal work hours should be immediately reported to MCOE. Criminal or suspicious activity off normal work hours should be immediately reported directly to the city police department.

_____ (Applicant's Initials)

C. Insurance:

The permittee shall furnish MCOE, ten (10) days in advance of the occupancy time of this permit and BEFORE THE ISSUANCE OF THIS PERMIT, a certificate of liability insurance and endorsements naming Merced County Office of Education (MCOE) as an additional insured and with respect to the event(s) for which the Application is being submitted. Additional Insured Endorsement should accompany the COI and the preferred endorsement is CG 20 26 04 13 or an equivalent. Said insurance shall be issued by the insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated by A.M. Best Co. as A-:VII or higher. If Non-Admitted, or lower rate insurance is provided, then the acceptability shall be subject to review and determination by the MCOE’s Business Office or designated representative.

a. Required insurance shall include:

- i. Commercial general liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage.
- ii. Workers’ Compensation insurance as required under the California Labor Code.
- iii. For events with alcohol: Policy must include host liquor liability.
- iv. Insurance is to be primary and non-contributory with any insurance of the MCOE.
- v. Nothing herein in observing the minimum insurance requirements shall serve to imply or reduce the Permittee’s liabilities or obligations for liability under the indemnification provision of the Application.

CI. Alcohol on MCOE Facilities:

Special events involving alcohol may only be permitted at MCOE, 632 W. 13th St., Merced, MCOE Downtown Office, 501 Main St., Merced, or Jack L. Boyd Outdoor School, 7798 White Chief Mountain Rd., Fish Camp.

1. All events with alcohol MUST contact the Alcohol Beverage Control office to obtain the necessary permits.
2. No one under the age of 21 shall be present at the event.
3. All servers of alcohol at the event shall be informed of the terms of any permit and this policy. All such servers shall be at least 21 years of age.
4. No alcohol shall be furnished to any individual under the age of 21. The server shall request bona fide photo identification from a guest seeking alcohol whenever there is any question as to whether the individual seeking alcohol is not age 21 or older.
5. No alcohol shall be furnished to an obviously intoxicated person or a habitual or common drunkard.
6. The service of alcohol shall be limited to one drink per person at any one time.
7. Drinks shall be served in containers no larger than 12 ounces.
8. No alcohol shall be consumed in a parking lot, sidewalk, or street.
9. Non-alcoholic beverages shall be available for consumption at the event. Where practicable, free water shall be provided for consumption.
10. Where practicable, food shall be available for consumption at the event.
11. No attendee shall be allowed to bring his/her alcoholic beverages to the event.
12. Servers of alcohol shall not also consume alcohol at the/ during the event.
13. The service of alcohol shall cease at least one hour before the end of the event.
14. No school instruction or activity can be in session during events that will have alcohol.

_____ (Applicant’s Initials)

D. Compliance with Law

1. The Permittee acknowledges that the use of certain facilities may be restricted, and Permittee will not hold MCOE liable for such restrictions or the complete cancellation of the use of the facilities as appropriate.
2. The Permittee shall comply with all federal, state, local, and MCOE laws, statutes, codes, ordinances, rules, regulations, mandates, policies, and requirements regarding the use of the Premises, as presently enacted or hereafter amended or issued (“Law”). As used herein, the term “Law” shall include without limitation all applicable federal, state, local, and District laws, regulations, ordinances, policies, procedures, state executive orders and public health orders regarding health and safety, including all applicable laws related to COVID-19.
3. The Permittee shall implement among all staff members, agents, representatives, subcontractors, licensees, invitees, and visitors to the Premises, masking and social distancing measures and guidelines in adherence with the most current language disseminated by state and local public health officials. The Permittee shall maintain awareness of updated protocols and shall clearly communicate to its personnel and implement updated guidelines as soon as practicable. The Permittee will provide its staff with information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19. They will ensure that the Premises has the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The Permittee will inform the MCOE as soon as practicable should the Permittee learn of a confirmed or likely coronavirus infection of a staff member or invitee. The identity of the person infected shall not be revealed.

E. Assumption of Risk

1. The Permittee recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. The Permittee has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines. The Permittee assumes all risks, known and unknown, arising from the Permittee’s use and occupancy of the MCOE facility, including risks from the Coronavirus. The permittee assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from the Permittee’s use and occupancy of the MCOE facility.
2. To the fullest extent permitted by law, the Permittee releases MCOE, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Permittee’s use and occupancy of the MCOE facility, including the risks from Coronavirus. This release is intended to discharge MCOE against any liability arising out of or connected in any way with the Permittee’s use and occupancy of the MCOE facility, even though that liability may occur or arise out of negligence or carelessness on the part of the MCOE. Permittee understands that by signing this Application, Permittee is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that Permittee is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

_____ (Applicant’s Initials)