

**VICTOR ELEMENTARY SCHOOL DISTRICT
APPLICATION FOR USE OF SCHOOL FACILITIES**

TODAY'S DATE: _____

Request is hereby made by the undersigned for the use of the following school facilities on the date or dates set forth:

FACILITY _____ DATE _____ TIME: _____ FROM _____ TO _____
REQUESTING ORGANIZATION: _____
PLANNED USE OF FACILITIES: _____
EXPECTED ATTENDANCE: _____
AN ADMISSION CHARGE OR COLLECTION WILL ____ OR WILL NOT ____ BE MADE.

REQUIRED CERTIFICATION (Education Code Section 38130, et seq. "Civic Center Act")

38134 Charge for use-Equal to Direct Costs

The use of schoolhouses, property, and grounds ("Facilities") pursuant to this chapter shall be permitted in accordance with the Civic Center Act.

For any use of Facilities pursuant to Section 38134 (b) and (c), the governing board of the school district may charge an amount not to exceed its direct costs including, but not limited to, an amount sufficient to pay the cost to the district of supplies, utilities, and salaries paid school district employees necessitated by such use of Facilities of the district.

38134 (d) Charge for use by church or religious organization--At Least Direct Costs

For any use of Facilities by a church or religious organization pursuant to 38134 (d), the school district *must* charge an amount at least equal to the direct costs including, but not limited to, an amount sufficient to pay the cost to the district of supplies, utilities, and salaries paid school district employees necessitated by such use of Facilities of the district.

38134 (e) Charge for use where admission fees are charged or contributions solicited -Fair Market Value

In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the pupils or the district or for charitable purposes a charge shall be made for the use of the schoolhouses, property, and grounds which charge shall not be less than the fair rental value for the use of such schoolhouses, property and grounds, as determined by the governing board of the district.

38136 Determination of intention; form of information and discretion of board

No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of Section 38135.

For the purpose of determination by such governing board whether or not any individual, society, group, or organization applying for the use of such school property intends to violate section 38135, the governing board shall require the making and delivery to such governing board, by such applicant of a written statement of information in the following form:

1. Indemnification. The undersigned agrees to hold harmless, defend, and indemnify the Victor Elementary School District its Board of Trustees, the individual members thereof, and all district officers, agents and employees, against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Victor Elementary School District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by the undersigned or its agents, servants, employees, or implementation of this Agreement.
2. Applicant further states that he as read the rules and regulations applicable to the requested use of the Facilities and agrees to abide by and enforce the same.

3. "As-is". The Victor Elementary School District makes no representation or warranty to the undersigned of any kind, express or implied, regarding the Facilities and/or any equipment or personnel provided by the Victor Elementary School District. The undersigned hereby agrees that the Facilities are being licensed for use by the undersigned on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever. In furtherance hereof and without limitation, the undersigned acknowledges that it has inspected the requested Facility and the related technical facilities and the equipment, if applicable, is satisfied with the condition and fitness thereof, and accepts same "as is", with any and all faults and without warranty, express or implied, including, without limitation, any warranty of fitness for the undersigned's particular purposes. The undersigned expressly waives any and all claims for defects in the subject Facility and the related technical facilities and the equipment, including any latent defects therein.
4. Determination of Intention. The undersigned states that to the best of his knowledge, the Facilities for use 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.

That _____, the organization on whose behalf he is making the application for use of the Facilities, does not, to the best of his 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 knowledge, it is not a communist-action organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

5. Damage to Facilities. The person and group utilizing the Facilities is responsible for any loss or damage to the Facilities.
6. Surrender of Center/Removal of Property. The undersigned agrees to vacate the subject Facility and remove all of its equipment and other personal property from the Facility on or before the expiration of the Use of facilities Application and Agreement ("Expiration Date"). As of the Expiration Date and without limitation of the undersigned's other obligations hereunder, the undersigned agrees to surrender possession of the Facility to the Victor Elementary School District in "broom clean" condition, without damage thereto whatsoever. In furtherance hereof, the undersigned agrees that time is of the essence with respect to its obligations hereunder. In the event the undersigned fails to vacate the Facility and remove its equipment and/or other personal property as required herein, such equipment and/or other personal property shall be deemed abandoned by the undersigned and the Victor Elementary School District may dispose of same as it sees fit, inclusive of the right (but not the obligation) to store same at the expense of the undersigned. The undersigned shall be solely responsible for all damages, including costs and expenses, incurred by the Victor Elementary District in furtherance of its rights hereunder.
7. Insurance. The undersigned agrees to maintain in full force and effect throughout the duration of the use of the Facilities a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with undersigned's use of the Facilities. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage. **The undersigned agrees to provide a Certificate of Liability Insurance listing the aforementioned coverage, naming Victor Elementary School District & Southern CA Schools Risk Management as Additional Insured. This certificate, along with the Additional Insured Endorsement must be received prior to use of the facility. Mail to: Victor Elementary School District, 12219 2nd Ave., Victorville, CA 92395, Attn: Administrative Services.**

SIGNATURE: _____
(Must be an officer of the group)

TITLE: _____

ADDRESS: _____

PHONE: _____

Date Placed on Calendar _____

Charges: \$ _____

Date(s), Room(s), and Equipment(s) Requirements

Page 2 of Use Agreement Application

Sponsoring Organization or Group: _____

Contact Person, Name: _____ Telephone: _____

Description of Activity: _____

School/Facility Requested: _____ Room/Building: _____

Date of Use	Start Time 1	End Time 1	Start Time 2	End Time 2

EQUIPMENT REQUIRED

Please check equipment need (equipment will NOT be provided unless it has been requested in advance.)

☐ Chairs (How many? _____) ☐ Tables (How many? _____) ☐ Microphones (How many? _____)

☐ Special instructions (attach drawing) _____

For District Office Use Only			
Custodial	Hours:	Per Hour \$:	
Technical	Hours:	Per Hour \$:	
Food Services	Hours:	Per Hour \$:	
Other Labor	Hours:	Per Hour \$:	
Utilities			
Facilities Use Fees			
		Total Cost \$	

Site Administrator, Approval ☐ Disapproval ☐ Date _____ Signature _____

District Office Administrator, Approval ☐ Disapproval ☐ Date _____ Signature _____

**USE OF FACILITIES
SCHEDULE OF FEES**

	<u>Direct Cost</u>		<u>Fair Market Rental</u>	
	4 Hr. Base Rate	Added Hourly	4 Hr. Base Rate	Added Hourly
MPR/Cafetorium	60.00	15.00	125.00	31.25
Classrooms (<i>empty CRs ONLY</i>)*	44.00	11.00	76.00	19.00
*Empty classrooms can be rented by the hour at an actual cost of \$15.00 per hour or the fair rental rate of \$23.00 per hour between 5:00 and 8:00 p.m. Monday through Friday.				
Fields	55.00	13.75	95.00	23.75
Custodial (mandatory)	Minimum 4hrs @ \$35/hr			
Supplies	(TBD, as need basis)			

Add 50% to the hourly rate for use other than during regular working hours (normally Saturdays, Sundays and holidays) and a minimum of four hours charge.

Fees for use of facilities not listed, or for purposes not usually requested shall be established by the Assistant Superintendent of Business Services.

Victor ESD

Exhibit

Community Relations

E 1330 (a)

USE OF FACILITIES

Statement of Information

The undersigned, as duly authorized representative for _____ states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

(Signed)

(Date)

(Organization if applicable)

HOLD HARMLESS AGREEMENT

The _____ agrees to and does hereby indemnify and hold harmless the Victor Elementary School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any persons, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.
- (b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the _____ arising from any act of neglect, default, omission, negligence or willful misconduct _____ of the or any person, firm or corporation employed by _____ the, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off District property.

The _____, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result of the activity called for in this agreement.

ACTIVITY: _____

FOR THE USER:

FOR THE SCHOOL DISTRICT:

Legal Name: _____
(Please Print)

Authorized Agent:

Address: _____

(Please Print)

Telephone: () _____

Title: _____

Date: _____

Victor ESD

Administrative Regulation

AR 1330(a)

Community Relations

USE OF SCHOOL FACILITIES

The Superintendent or designee shall maintain application procedures and regulations for the use of school facilities which:

1. Encourage and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds, and protect school facilities. If necessary, a person may be designated to supervise this task.
3. Ensure that the use of facilities or grounds is not inconsistent with the use of the school facilities or grounds for school purposes and does not interfere with the regular conduct of school work. (Education Code 38133)

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes:

1. Public, literary, scientific, recreational, educational, or public agency meetings. (Education Code 38131)
2. The discussion of matters of general or public interest. (Education Code 38131)
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of the services. (Education Code 38131)
4. Child care programs to provide supervision and activities for children of preschool and elementary school age. (Education Code 38131)
5. The administration of examinations for the selection of personnel or the instruction of precinct Board members by public agencies. (Education Code 38131)
6. Supervised recreational activities. (Education Code 38131)

USE OF SCHOOL FACILITIES (continued)

AR 1330(b)

7. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. (Education Code 38132)

8. Other purposes deemed appropriate by the Board. (Education Code 38131)

Restrictions

School facilities shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law.
2. Any use of school facilities or grounds which is inconsistent with their use for school purposes or which interferes with the regular conduct of school or school work.
3. Any use which is discriminatory in the legal sense.
4. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances on school property.

Fair Rental Value

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

The district shall charge fair rental value for the temporary use of school facilities for conducting religious services when no other suitable facility exists.

Damage and Liability

Groups or persons using school facilities under the provisions of Board policy shall be liable for any property damages caused by the activity. The Board shall charge the amount necessary to repair the damages and may deny the group further use of school facilities. (Education Code 40043)

Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

USE OF SCHOOL FACILITIES (continued)

AR 1330(c)

Groups other than those that promote youth and school activities shall be required to include the district as additional insured on their liability policies.

The Superintendent or designee may require a hold harmless agreement when warranted by the type of activity or the specific facility being used.

Application for use of facilities

All school-related activities (clubs, class events etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be on a first-come, first-served basis.

Any persons applying for the use of school property on behalf of any society, group, or organization shall present written authorization from the group to make the application.

Persons or organizations applying for the use of school facilities shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

Regulation
approved: October 2, 1996

VICTOR ELEMENTARY SCHOOL DISTRICT
Victorville, California