

# JUNCTION ELEMENTARY SCHOOL DISTRICT

## FACILITY USE - Application & Permit

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

6. Will district staff need to be at the event? \_\_\_\_\_ If yes, please indicate number and type of staff (custodial, kitchen) \_\_\_\_\_

**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.
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.
7. 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 JUNCTION ELEMENTARY SCHOOL DISTRICT, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, REGARDLESS OF CAUSE, THAT MAY ARISE IN ANYWAY FROM OR BE ALLEGED TO BE CAUSED BY THE UNDERSIGNED'S USE OR OCCUPANCY OF DISTRICT FACILITIES, FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A SATISFACTORY CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES.

**INSURANCE REQUIRED OF APPLICANT:**

1. **Commercial General Liability** on an occurrence form with a minimum limit of **\$1,000,000 each occurrence/ \$2,000,000 general aggregate** from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.
2. **Additional Insured Provision:** The Junction Elementary School District, its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement attached to the Certificate of Insurance evidencing the additional insured coverage is required.
3. **Primary Insurance:** Applicants insurance shall be **primary insurance** as respects to the Junction Elementary School District, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Signature of Applicant /Representative \_\_\_\_\_ Date \_\_\_\_\_

Applicant Address \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

# JUNCTION ELEMENTARY SCHOOL DISTRICT

## CERTIFICATE SPECIFICATIONS FOR FACILITY USER

### INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING EVIDENCE OF INSURANCE TO:

Junction Elementary School District hereinafter referred to as "the District."

Date: \_\_\_\_\_

Insured (User of Facility/Applicant): \_\_\_\_\_

Regarding Name/Location of Facility & Date(s) of Use: \_\_\_\_\_

4. In order to reduce problems and time delays in providing evidence of insurance to the District, you are requested to give your insurance agent or broker a copy of these instructions along with the Use of Facility – Application & Permit.
5. Certificate of insurance should reflect **Commercial General Liability** on an occurrence form with a minimum limit of \$1,000,000 each occurrence/ \$2,000,000 general aggregate from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.
6. **Additional Insured Provision** The District, its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement should be attached to the Certificate of Insurance evidencing the additional insured coverage.
7. **Primary Insurance:** Applicants insurance shall be **primary insurance** as respects to The District, its elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by The District, its elected or appointed officials, employees, agents and volunteers shall be excess of the **facility users** insurance and shall not contribute with it. Endorsement/Policy wording attachment to certificate required.
8. Completed certificates and endorsements must be received 10 days prior to the use date.

#### Direct completed certificate and endorsement to:

Junction Elementary School District  
9087 Deschutes Rd.  
Palo Cedro, CA 96073

**Junction Elementary School District**  
**9087 Deschutes Rd.**  
**Palo Cedro, CA 96073**  
**(530) 547-3274**

<b>Facility</b>	<b>DIRECT COST FEE Per Hour (Includes Energy Use Fees)</b>	<b>FAIR RENTAL FEE Per Hour (Includes Energy Use Fees)</b>
<b>Theater</b>	<b>\$30 2 hour minimum</b>	<b>\$60 2 hour minimum</b>
<b>Junction School Gymnasium</b>	<b>\$25 2 hour minimum</b>	<b>\$50 2 hour minimum</b>
<b>K-8 Classroom</b>	<b>\$15 2 hour minimum</b>	<b>\$30 2 hour minimum</b>
<b>Kitchen (Kitchen equipment cannot be used without cafeteria personnel present)</b>	<b>\$50</b>	<b>\$100</b>
<b>Custodial/Groundskeeper Fee</b>	<b>\$35</b>	<b>\$35</b>
<b>Kitchen Staff Fee</b>	<b>\$35</b>	<b>\$35</b>
<b>Alarm Fee (Disarm/Arm)</b>	<b>\$45</b>	<b>\$45</b>
<b>Athletic Fields - Per Season</b>	<b>\$100</b>	<b>\$100</b>

**FREE USE:** The Junction Elementary School District Governing Board has directed that there shall not be a charge of any rental fees for the use of classroom facilities or the gymnasium by non-profit organizations, clubs, or associations organized to promote youth and school activities.

**DIRECT COST FEES:** Activities other than those specified for Free-Use of Fair Rental value shall be charged the Direct Cost Fee. The following activities shall be charged Direct-Cost Fees:

- a. Services conducted by religious groups
- b. Charitable fund-raising activities which do not benefit youth or activities of the district
- c. An event sponsored by community or religious groups, except those which qualify for free use

**FAIR RENTAL VALUE FEE** 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 40043)

**CUSTODIAL FEE** Use of district facilities may necessitate use of a custodian or groundskeeper payable at the rate of \$35/hour

## **Junction Elementary School District**

### **Use of Facilities for Other than School District Activities**

#### **Guidelines and Restrictions for Users**

1. Organizations or individuals wishing to use district facilities are required to complete the appropriate district facilities use application at the district office. The application must be accompanied by the appropriate insurance certificate and advance payment at least 10 days prior to use. This requirement includes users of district athletic fields.
2. Fees will be based on a District fee schedule approved by the Board of Trustees.
3. Scheduling of facility use will be determined by the site principal or designee on the basis of the general order of priority established by the Board of Trustees.
4. All users must provide supervision by a responsible adult who shall enforce these regulations and restrictions. The supervising adult must be in attendance at all times.
5. The following activities are prohibited in Junction Elementary School District buildings and grounds:
  - a. Smoking
  - b. Consumption or possession of alcoholic beverages.
  - c. Quarreling, fighting, or profane language.
  - d. Any activity prohibited by law.
6. Users shall reimburse the District for the cost to repair or replace District property that is damaged as a result of the meeting or activity.
7. Users shall return the facility to its original arrangement and condition before leaving the premises.
8. District equipment shall not be used unless specifically authorized.
9. Employees and administrators of Junction Elementary School District will assume no responsibility for properties left on District premises.
10. School kitchen equipment cannot be used without school/cafeteria personnel in attendance. Personnel service fees shall be charged an hourly fee established by the Board of Trustees.
11. Potluck meals or refreshments may be served without the use of kitchen facilities or equipment with the approval of the site principal or designee.
12. No equipment, materials, or supplies shall be loaned for use away from school premises without the knowledge and consent of the site principal.
13. Users of District athletic fields must secure all equipment after practices and games (i.e., bases for baseball, goals and flags for soccer, etc.). No equipment should be left unsecured.
14. Athletic fields should be left in "Ready for School" condition after each practice or game, including policing the areas for trash. If District staff is required to pick up trash after use, the user will be invoiced for a minimum of two hours of custodial services.
15. Sponsor signs and banners must be made of canvas or similar light material if they are to be hung on school fences. Placement of sponsor signs must be approved by the site administrator or designee prior to display.
16. The site administrator or designee can suspend practices or games if it is felt the condition of school grounds will be adversely affected by play. If you chose to not adhere to the administrator's decision and continue to use the field if it's deemed unplayable, it will result in the use facility being revoked.
17. Individuals or organizations that have misused school property and/or equipment, or have failed to follow these regulations and restrictions, may be denied future use of District facilities.
18. Administrators may revoke a previously approved use permit if it is later determined that the use will interfere with activities sponsored by the District. Normally, at least 24 hours advance notice should be provided.
19. The District, its officers, agents and employees, shall be free from all liability and claims for damages by reason of any injury to person or persons from any cause whatsoever in any way connected with the use of District facilities. The user shall indemnify and hold the District harmless from any and all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.

I have received and understand these facility user guidelines and restrictions:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

USE OF SCHOOL FACILITIES

JUNCTION ELEMENTARY SCHOOL DISTRICT

FACILITIES USE STATEMENT

The undersigned, \_\_\_\_\_, is duly authorized by \_\_\_\_\_ (*name of organization*) \_\_\_\_\_, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Organization)