

CONDITIONS OF USE OF FACILITIES

1. **RESPONSIBILITY** - The district will not be liable for losses, damages or injuries occurring during the use of a school facility. All organizations shall be financially responsible for losses or damages to school property which result from the use of the facilities. Such losses or damages shall be just cause for cancellation of future uses of District facilities.
2. **TIME OF USE** - School facilities shall be considered as in use for school purposes on school days during the period from one hour before start of school until one hour after the close of school; therefore, the use of District facilities may not be permitted during this period.
3. **TIME OF CLOSING** - All functions conducted on District property shall close no later than 11:00 p.m.
4. **LICENSE AND TAX** - All groups using District facilities shall obtain and pay for any required licenses, permits, etc., and shall pay all taxes or fees required because of the groups' use of District facilities.
5. **TERMINATION OF PERMITS TO USE FACILITIES** - Permits for the use of District facilities shall not extend beyond the end of the fiscal year, however, such permits may be renewed upon proper application and approval. The District reserves the right to revoke permission to use school facilities at any time.
6. **PRIOR APPROVAL** - Prior District approval must be received for all advertising before materials are released for publication.

RULES AND REGULATIONS FOR THE USE OF SCHOOL FACILITIES

In addition to other provisions of the Policies, Rules and Regulations of the Board of Education concerning the use of school facilities, the following rules and regulations shall be strictly adhered to:

GENERAL

1. Organizations shall not use any facility or equipment not approved in the permit.
2. Use of facilities shall not extend beyond the time specified in the permit.
3. Organizations using school facilities shall provide, at their own expense, such supervision as may be required for crowd control and property protection.
4. Groups of minors using school facilities shall be supervised by at least one adult for each forty minors or fraction thereof.
5. The District employee in charge of a facility shall be authorized to call the police, sheriff, or fire department in the event the using group does not appear to be taking proper control measures. Any costs involved shall be borne by the using group.
6. The possession or use of intoxicants or narcotics shall not be permitted on school premises.
7. The use of profane language, quarreling, fighting or gambling shall not be permitted on District property.
8. Alterations shall not be made to any school building or facility.
9. The use of thumbtacks or other materials which tend to mar or disfigure walls or other surfaces is prohibited.
10. No special preparation shall be used on any floor or other finished surface.
11. The use of school premises for circus or carnival-type shows or rides shall be prohibited.
12. The use of commercial advertising on school premises is prohibited except for lettering and insignia on uniforms.
13. The sale or vending of any literature by other than school-affiliated groups on school premises is prohibited.
14. All groups permitted use of district facilities on holidays shall be required to pay the overtime rate, plus overhead, of District employees required except as otherwise determined by the Education Code.

ATHLETIC COURTS AND FIELDS

1. The District shall furnish only routine care of the grounds and all uses must conform to District schedules for care and watering. The District grounds department may move or cancel an activity, If necessary, in order to properly maintain the grounds.
2. Groups using athletic fields may, with special permission, be permitted to mark fields for their own use, however, such marking shall be done under the supervision of the District grounds department. Materials used for marking purposes must be approved by the District grounds department.
3. Stadium concession stands may be used only upon approval.
4. Concession stands shall be installed on athletic fields and courts only upon obtaining special permission for such installation. The installing and/or using organization shall be responsible for obtaining any and all necessary licenses, permits, etc. required for the operation of such stands and shall be responsible for complying with all sanitary requirements of the District or sanitation agencies involved. The organization shall further be responsible for the cleaning and maintenance of adjacent areas.

BUILDINGS - GENERAL

1. The use of flammable materials or devices which constitute a fire hazard shall not be used in or near any building.
2. The use of lighted candles or any open-type flame in any building shall be prohibited except in instruction areas for instructional purposes.
3. The placing of chairs in aisles, hallways, corridors, orchestra pits, foyers, etc., to increase seating capacity shall be prohibited.
4. The sale of tickets, or occupancy of a building, shall be limited to the seating capacity of the rooms used.
5. No exit shall be blocked in any manner.
6. The service, sale, or consumption of food shall not be permitted by outside groups in auditorium, gymnasium or classroom buildings. The principal may approve and provide supervision for the serving of food by school or school-affiliated groups in such areas as he/she deems advisable
7. Smoking is prohibited on all school premises.

CAFETERIAS

1. District cafeteria personnel shall supervise the operation of all cafeteria kitchens.
2. Groups not affiliated with the school shall be required to pay for the use of cafeterias in accordance with the schedule fees.

PARKING AREAS

1. The parking of vehicles shall be permitted only in authorized parking areas.
2. The police, sheriff, or fire department will be requested to remove, at the owner's expense, any vehicle parked in or blocking drives, entrances, exits, fire lanes, or from other unauthorized parking areas.
3. Using organizations shall not be permitted to charge parking fees.

SPECIAL EQUIPMENT

District-owned equipment may be used by organizations qualifying for use of District facilities subject to the following rules:

1. Equipment is used on school premises in conjunction with approved use of facilities.
2. Permission is secured from the person who has jurisdiction over the equipment.
3. The organization assumes the responsibility for such equipment and agrees to repair or replace any equipment which is lost, damaged, or stolen while under its jurisdiction.
4. The organization requesting the use of the equipment certifies that a qualified person will operate it, or arrangements are made for District employees to operate the equipment. The cost of salaries, plus overhead, will be made for District operators.

COLTON JOINT UNIFIED SCHOOL DISTRICT
ATTACHMENT “A” TO APPLICATION AND AGREEMENT FOR THE USE OF
FACILITIES
CORONAVIRUS ADDENDUM

In addition to the attached Application and Agreement for the Use of Facilities, Applicant enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

- 1.** Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Applicant/Representative (the “FACILITY USER”) agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are those currently in effect as issued by the Governor, the State Health Officer, the County Health Officer and any City Health Officer. It is the sole responsibility of the FACILITY USER to know and understand the operative Guidelines. Without advice or interpretation thereof by DISTRICT.
- 2.** The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
- 3.** The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.
- 4.** The DISTRICT may terminate the FACILITY USER’s use of the DISTRICT facility at any time if, in the sole discretion of the DISTRICT, the DISTRICT determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the DISTRICT terminates the FACILITY USER’s use of the DISTRICT facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.
- 5.** The DISTRICT makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER’s sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).
- 6.** Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the DISTRICT facility, including risks from the Coronavirus. FACILITY USER 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 Your use and occupancy of the DISTRICT facility. (“Your” is defined herein as the FACILITY USER and each of their

employees, DISTRICT facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the COLTON JOINT UNIFIED SCHOOL DISTRICT, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "DISTRICT"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the DISTRICT facility, including the risks from Coronavirus. This release is intended to discharge the DISTRICT against any and all liability arising out of or connected in any way with Your use and occupancy of the DISTRICT facility, even though that liability may occur or arise out of the negligence or carelessness on the part the DISTRICT. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the DISTRICT facility.

Name of FACILITY USER's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Work Phone: () _____ Other Phone: () _____

Please check one:

☐ Non-Profit

☐ For-Profit

COLTON JOINT UNIFIED SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES
(PLEASE SUBMIT TO THE FACILITIES OFFICE)

Today's Date: _____ Organization: _____ School: _____

Start Date: _____ End Date: _____ Time: _____ Purpose of Use: _____

(Six month maximum)

FACILITY: (Please circle) Auditorium/Multi-Purpose Room / Classroom / Resource Room / Kitchen / Restrooms / Football Stadium / Basketball Courts / Gymnasium / Fields (please specify) _____ / other _____

Will school equipment be needed? If so, please list and contact Principal or Director of Activities prior to event _____

Estimated Total Attendance: _____ Admission Fee \$ _____ Collection? Yes ☐ No ☐ Avg. Fee for Season under \$60/month? Yes ☐ No ☐

Age Group: _____ Will event be non-exclusive and open to the Public? Yes ☐ No ☐

Is the organization making application a religious creed, church or sectarian denomination? Yes ☐ No ☐

Is it in any way connected with, or giving support or aid to, a religious group, church creed or sectarian denomination? Yes ☐ No ☐

INSURANCE: *FACILITIES USER is obligated to obtain and maintain throughout the existence of the Application and Agreement liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. FACILITIES USER will obtain and provide to DISTRICT a Certificate of Insurance evidencing the existence of the liability insurance policy prior to the use of the FACILITIES. Said Certificate of Insurance shall include an additional named insured endorsement in favor of DISTRICT, whereby DISTRICT will be insured under FACILITIES USER's liability insurance policy.*

HOLD HARMLESS AGREEMENT: *FACILITIES USER agrees to and does hereby indemnify and hold harmless the District, it's officers, agents and employees, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of use of such facilities.*

CORONAVIRUS ADDENDUM: *FACILITIES USER agrees to and shall adhere to the DISTRICT's Coronavirus Addendum, attached hereto and incorporated as though fully set forth herein as Attachment "A." FACILITIES USER understands and agrees that all provisions of the Coronavirus Addendum are cumulative with and complimentary to this Application and Agreement, and that it is a part of this Application Agreement, to be understood along with and not instead of any provision of this Application and Agreement.*

SAFETY PLAN: *FACILITIES USER shall detail its activities, time and duration of use, exact facilities sought for use (including any complimentary facilities, such as restrooms, etc.) and the number of persons anticipated to make use of DISTRICT facilities. FACILITIES USER shall warrant that the information provided to DISTRICT is true and correct to the best of FACILITIES USER's knowledge and belief. Based thereon, DISTRICT shall provide a safety plan detailing specific actions and limitations related to Coronavirus safety on which FACILITY USER's Application and Agreement shall be conditioned. Any failure of FACILITY USER to strictly adhere to the safety plan will be grounds for immediate revocation of this Application and Agreement, including cessation of any use of DISTRICT facilities by the FACILITY USER and any other persons using DISTRICT facilities under this Application and Agreement.*

REASONS FOR REVOCATION OF PERMIT: *This permit shall be revocable without notice and at any time by District, if District decides, in it's sole discretion, that District's Civic Center Rules and Regulations are incorporated into this permit. The undersigned applicant hereby agrees to be personally responsible, on behalf of the above-named organization: (1) for any damage sustained by the school building or appurtenances thereof, accruing through the occupancy of said organization; (2) to conform to all the rules and regulations of the Colton Joint Unified School District Board of Education governing the use of facilities; (3) to pay promptly all invoices for services, including food services, if any, furnished by the District.*

NO LOTTERY SHALL BE CONDUCTED ON ANY SCHOOL GROUNDS OR IN ANY WAY CONNECTED WITH THIS PERMIT.

NO ALCOHOL, ALCOHOLIC BEVERAGE(S) OR ANY CONTROLLED SUBSTANCE(S) SHALL BE BROUGHT ONTO, ALLOWED TO BE BROUGHT ONTO SCHOOL GROUNDS, OR IN ANY WAY CONNECTED WITH THIS PERMIT.

APPLICANT'S NAME	SIGNATURE	TITLE
ADDRESS	CITY	ZIP CODE
PHONE NUMBER	EMAIL	

SITE APPROVAL

Verified by: _____ Date: _____

ADDITIONAL COMMENTS:

DISTRICT OFFICE USE ONLY

		Portable Restroom(s) _____	
Verified by: _____	Date: _____	Is there a charge? ☐ \$ _____	Insurance Required _____
Approved By _____	Title _____	Date _____	Phone Number _____
ADDITIONAL COMMENTS:			