



Oxnard School District

CIVIC USE TERMS & CONDITIONS

(Subject to change)

A valid civic center permit is required for use of all Oxnard School District facilities.

GENERAL RULES

1. Sections 38130-38139 of the Education Code, The Civic Center Act, are the basis of these rules, and are hereby incorporated in the application even though not explicitly stated.
2. Pursuant to "The Civic Center Act", the District is authorized to issue all permits to groups who qualify for the use of school property during non-school hours. All applications are to be completed on forms provided by the school district and are to be presented at least 15 working days prior to the date the facility is to be used.
3. The use and occupancy of school property shall be primarily for public school purposes. Other uses of occupancy shall be secondary and subordinate to this primary purpose. No group, regardless of its character, may monopolize the use of school property or interfere with the school's educational program.
4. All permits are to be issued for specific facilities and for specific times not to exceed one school year. It shall be the responsibility of the organization to see that unauthorized portions of the buildings are not disturbed and that the premises are vacated as scheduled on the permit. This permit is not transferable.
5. The applicant is responsible for the preservation of order and enforcement of all regulations pertaining to the use of District facilities. Negligence or violation of facility use, instructions, and regulations will result in an organization being held responsible for damages and possible denial of subsequent requests.
6. The requesting organization shall be responsible for any additional fees incurred due to unusual or unexpected requirements for District personnel. The District may require, as a condition of approval, that the applicant furnish adequate security officers. **If a meal is to be served in the cafeteria, a district food service worker must be employed to cook or supervise the preparation of the food.** Arrangements for such services are to be made during the application process.
7. Any juvenile organization or group seeking use of District premises must have a responsible adult sponsor signing and present during use, providing adequate and effective supervision. Those in charge of any activity must hold themselves responsible at all times for the supervision of all present, both participants and others attracted to the activity, so that no one will act in an unsafe manner or in a manner that will cause damage to school facilities.
8. The use of profane language, the possession or use of intoxicating liquor, drugs, tobacco, quarreling or fighting, the carrying of weapons, betting or any form of gambling, are prohibited on school property. Violation of this rule by any organization during occupancy shall be sufficient cause for denying further use of school facilities.

FIRE & SAFETY

1. At no time shall there be more persons admitted to the auditoriums, theaters, or other rooms than the legal seating capacity will accommodate. Flammable decorations, including stage scenery, shall be fire-resistant or flame-proofed in accordance with the State Health and Safety Code.
2. No device that produces flame, sparks, smoke, or explosions shall be used in the auditoriums, theaters, or other rooms.
3. No Smoking or other use of tobacco shall be permitted on the premises.

BUILDINGS & GROUNDS

1. School property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Should school property be damaged or abused beyond normal wear, such damage will be paid for by the organization involved, and shall be sufficient cause for cancellation of future use.
2. All lights must be turned off when leaving and all doors locked and secured.
3. No alterations or physical changes shall be permitted in or on any facility, including building, playing fields, or equipment.
4. No decorations, scenery sets, or lighting are to be nailed to floors, walls, or ceilings. No preparations of any kind shall be used on school floors by groups using the buildings. Shoes with cleats or plates, or rubber soles or heels that mar or mark the floor, will not be permitted in school buildings.
5. School furniture or equipment shall not be moved or displaced.
6. No pesticides, herbicides, or rodenticides of any type should be applied to or used on district premises.
7. Playfields may not be used for practice or games after heavy rains.
8. Prohibited on school property: animals (except for active service dogs), firearms, pellet guns, BB guns, sling shots, archery, discus, javelin, shot put, roller hockey, riding of tricycles, scooters, 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.
9. Facilities use shall be granted on a first-come, first-served basis upon receipt of a complete application packet from an eligible applicant that includes all required documents. A \$15.00 non-refundable application fee submitted 15 working days in advance of the proposed event. Incomplete applications will not be considered.
10. In the event of a scheduling conflict, priority shall always be given to groups involving youth of the district.
11. Facility users and their guests shall conduct themselves appropriately and be considerate of residents in the neighborhood surrounding the school site they are using.
12. School district equipment may be used only on the school premises and only when operated by a school district employee.
13. Smoking and vaping inside school buildings or on school grounds is not permitted.
14. Youth groups must have adult sponsorship. There shall be at least one adult supervisor for every 20 minors, including bathroom supervision.
15. Private vehicles are not allowed in any area other than the marked and designated parking spaces.

16. No admission fee shall be charged or contributions or dues solicited unless a notation of such charge or solicitation has been made on the application.
17. The school district shall provide necessary custodial services for approved use of school facilities, the cost to be determined upon permit approval. A custodian shall open the building only upon presentation of a properly issued and signed permit. No money shall be paid to any school employee in the form of a tip or gratuity. Future use shall be denied to any organization or group that does not comply with these rules and regulations.
18. The Board of Trustees, through its designated representative, reserves the right to cancel any approved use of school facilities. When practical, one week's notice will be given for the cancellation of use; however, the right is reserved to cancel the approved use without notice if occasion demands.
19. The Board of Trustees, through its designated representative, reserves the right to require security guard coverage at any event. Such security coverage will be paid in advance by the applicant. The Board of Trustees, or its representatives, shall have free access to all rooms at any time.
20. Groups are not permitted to enter the facilities before the requested start time, and may not remain in the facilities past their scheduled end time.
21. Subletting of any District facility will NOT be permitted, and the civic use permit will be immediately terminated upon confirmation of subletting any District facility.
22. Candles, firearms, fireworks, and open flame cooking are not permitted on District property at any time.
23. District facilities may only be utilized for their intended use; e.g., baseball fields will be authorized for baseball only.
24. No catering/lunch trucks allowed on school property.
25. District reserves the right to postpone or cancel reservations due to weather conditions. Will be notified via email.
26. Facility users are responsible for placing trash in the trash receptacles. Any clean-up of excessive trash left behind will be billed to the user. A "Misuse of Facilities Form" will be issued and placed in the user's file for possible consideration in future applications for civic use.
27. The facility must be left in the condition it was found. Any repairs required due to damage caused during facility use will be billed to the registered group, and the group may be denied future use of the facilities.
28. Groups using stages may move or change the existing equipment ONLY with the advance permission and under the supervision of the Director of Facilities or designee.
29. Assigned keys shall not be duplicated, and keys shall be returned when the permit expires.
30. Notify Facilities Department immediately of any hazardous conditions found on the fields.
31. Building civic calendar hours for fields are from 6:00 pm - 9:30 pm Monday to Friday, and 8:00 am to 6:00 pm/dusk on Saturday and Sunday. Buildings are closed on Sunday.
32. Those qualified to apply for public use of school facilities are residents of the Oxnard School District.

Failure to comply with any of the above terms and conditions may result in the revocation of the civic permit and/or the denial of future use.

Statement of Information

Applicant hereby agrees to hold the Oxnard School District, its Board of Trustees, and individual members thereof, and all District officers, agents, and employees, free and harmless from such loss, damage, liability, cost, and expense that may arise during or be caused in any way by such occupancy of school property. Further, the Organization or group represented by the applicant shall assume full responsibility for the adequate care and protection of the school property involved in this request and agree to reimburse the district in full for any damage that may occur. Applicant states that, to the best of his/her knowledge, the property for use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or the commission of any crime, or intended to further any program movement for the purpose of which is to overthrow the government of the United States by force, violence or other unlawful means.

Applicant and/or the organization on whose behalf he/she is making application for use of school property attests that he/she does not, to the best of his/her knowledge, advocate the overthrow 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, the organization 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 penalty of perjury.

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.

Insurance Certificate & Endorsement Requirements

Your **Certificate of Insurance and Endorsement** must be within 10 working days prior to the event.

Certificate of Liability Insurance and Additional Insured Endorsement for your event must contain the following clause:

- "This insurance is primary and non-contributory with any insurance carried by the certificate holder."

Certificate must include:

- Date of Event or date range of coverage
- Location of event
- Name of Organization/Group/Business
- Must be on an occurrence basis

Additional Insured Endorsement/Certificate Holder section must read:

- Oxnard School District
- Its Officers, Agents, Directors, Employees, and/Volunteers

- 1051 South A Street, Oxnard, CA 93030.

Cancellation Clause must read as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days' written notice to the certificate holder named to the left."

Minimum General Liability Limits are \$1,000,000.

- \$2,000,000 General Aggregate
- \$1,000,000 Per Occurrence
- \$1,000,000 Products Completed-Operations
- \$1,000,000 Personal & Advertising Injury

Consultants, Subcontractors. Vendors, Caterers (No Food Trucks Allowed)

If retained or hired by Use of Facilities Entity, the district will require them to maintain coverage(s), limits, and terms equivalent to those required of the prime Use of Facilities Entity.

Abuse / Molestation

Required for vendors, service providers, contractors, and/or consultants working with or around students \$2,000,000 per occurrence, with a minimum \$4,000,000 per occurrence for General Aggregate.

NOTE: Abuse/Molestation coverage limits may be satisfied with general liability or umbrella coverage, only if Abuse/Molestation is covered under those policies. Proof of such must be provided. The policy must remain in force, and the Oxnard School District is named as "Additional Insured", evidenced by Endorsement number and a copy of the Endorsement.

Workers Compensation

As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

Automobile Liability

For vendors who will drive on district property, including parking lots, Automobile Liability in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including owned, hired, and non-owned vehicle coverage.

Professional Liability \$1,000,000--accountants, auditors, attorneys, education consultants, nurses. Therapists, etc.

- \$2,000,000 -architects, engineers, inspectors, technology
- \$5,000,000 -physicians or doctors

ALL fees **will be paid** through Facilitron at <https://www.facilitron.com/osd93030> or by phone at 1-800-272-2962. Daytime rates at the minimum charge may **be approved by** the Superintendent for eligible non-profit organizations when such building use does not interfere with the operation of the school or incur cost beyond the actual expense to the district. ***Restroom charge per event when school is "not in session" is \$240.00 per day.**

A. If the use of school facilities or grounds is for religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services, the church or religious organization shall be charged an amount that equals or exceeds the school district's direct costs.

B. In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the students of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds. "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Note: Groups or persons using school facilities and grounds shall be liable for any property damage caused by or arising out of the activity. The cost of repair or replacement shall be paid by the group or persons involved, and they may be denied further use of school facilities. Additional clean-up fees may be charged to return the facility and/or grounds to their original condition.

FOR EMERGENCIES CALL 911.



Oxnard School District

Civic Center Use of Facility Rental Fee Schedule
1055 South "C" Street, Oxnard, CA 93030 | 805-385-1514

(Subject to change)

FEES BASED UPON BOARD POLICY 1330

Non-refundable \$15.00 application fee applies to all applicants.

Schedule A - Non Profit Organizations		School Night - Until 9:30 pm	
	Minimum fee 2 hrs	Additional hour after minimum	Holidays / weekends hourly fee
Classroom	Free	\$14.00	\$21.00
Multipurpose w/o kitchen	Free	\$20.00	\$29.00
Multipurpose w/kitchen**	Free	\$26.00	\$38.00
Fields & Playground w/o	Free	Free	Free
Frank Gym w/o kitchen	Free	\$24.00	\$33.00
Frank Gym w/kitchen**	Free	\$30.00	\$42.00
Schedule B - Fund raising activities		School Night - Until 9:30 pm	
	Minimum fee 2 hrs	Additional hour after minimum	Holidays / weekends hourly fee
Classroom	\$32.00	\$14.00	\$21.00
Multipurpose w/o kitchen	\$50.00	\$20.00	\$29.00
Multipurpose w/kitchen**	\$65.00	\$26.00	\$38.00
Fields & Playground w/o	\$5.00	\$2.50	\$2.50
Frank Gym w/o kitchen	\$58.00	\$24.00	\$33.00
Frank Gym w/kitchen**	\$63.00	\$30.00	\$42.00
Schedule C - Admission is charged or		School Night - Until 9:30 pm	
	Minimum fee 2 hrs	Additional hour after minimum	Holidays / weekends hourly fee
Classroom	\$38.00	\$16.00	\$24.00
Multipurpose w/o kitchen	\$70.00	\$30.00	\$39.00
Multipurpose w/kitchen**	\$90.00	\$39.00	\$50.00
Fields & Playground w/o	\$81.00	\$4.00	\$4.00
Frank Gym w/o kitchen	\$78.00	\$34.00	\$43.00
Frank Gym w/kitchen**	\$98.00	\$43.00	\$54.00

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** Cafeteria employee required.

Revised 2/20/2026