



## SARATOGA UNION SCHOOL DISTRICT FACILITY USE APPLICATION AND AGREEMENT

This document serves as the official agreement between Saratoga Union School District and the Applicant for the requested facility use. All requests must be submitted at least 21 days prior to the first event date to allow for processing time.

Saratoga Union School District (SUSD) facilities are provided primarily for the education of students. District facilities are available for community use when the activity is consistent with the best interest of the District and does not interfere with SUSD educational programs. All groups must apply for and obtain a permit in order to use a district facility. All rentals are approved on a first-come, first-served basis and are subject to availability.

### **SECTION 1: FACILITY USER**

The California Education Code establishes three categories of facility user categories (CIVIC CENTER ACT, ED CODE 38130 ET SEQ.):

**Group 1 Facility Users:** The district **may** grant use for:

- Parent Teacher Organizations
- District employee organizations
- Booster Club Organizations
- Groups providing activities directly related to the SUSD educational program and sponsored by the District

**Fees:** No facility use fees, however, there will be a 3-hour minimum custodial and/or child nutrition worker labor charge per the approved Building Use Fee Schedule when an event occurs anytime other than during the regularly scheduled workday or if the user wants a dedicated custodian for the event.

**Group 2 Facility Users:** The district **shall** grant use if no alternative location is available to:

- Non-profit [501(c)(3)] organizations promoting youth/school activities
- Recreational youth sports leagues charging no more than \$60/month
- Examples: Girl Scouts, Boy Scouts, PTAs, AYSO, Red Cross (Emergency Shelters)
- Public, literary, scientific, recreational, or educational meetings
- Public interest discussions
- Temporary religious services
- Childcare or daycare programs
- Public agency examinations
- Supervised recreational activities
- Community youth centers
- Other purposes deemed appropriate by the Governing Board

**Fees:** The district may charge for direct costs (utilities, custodial, supplies, etc.) per the approved Building Use Fee Schedule. There will be a 3-hour minimum custodial and/or child nutrition worker



labor charge per the approved Building Use Fee Schedule when an event occurs anytime other than during the regularly scheduled workday or if the user wants a dedicated custodian for the event.

### Group 3 Facility Users:

If the event charges admission or solicits contributions not benefiting district students or charity, the district **shall charge fair rental value** (direct costs + facility amortization).

Fees: **fair rental value** (direct costs + facility amortization) per the approved Building Use Fee Schedule. There will be a 3-hour minimum custodial and/or child nutrition worker labor charge per the approved Building Use Fee Schedule when an event occurs anytime other than during the regularly scheduled workday or if the user wants a dedicated custodian for the event.

## SECTION 2: INSURANCE REQUIREMENTS

The Applicant must provide a **Certificate of Insurance (COI)** and **Endorsement** for the period covering the use of facilities with the following minimum coverage levels:

**General Liability Insurance:** \$1,000,000 per occurrence, \$2,000,000 aggregate.

**Automobile Liability Insurance:** \$1,000,000 per accident (if vehicles are used).

**Workers' Compensation Insurance:** As required by California law.

**Additional Insured Endorsement:** Listing **Saratoga Union School District, its officers, employees, and agents** as additional insureds. Please list address as:

**Saratoga Union School District  
20460 Forrest Hills Drive  
Saratoga, CA 95070**

**Sexual Abuse & Molestation (if minors are involved):** \$3,000,000 per occurrence, \$6,000,000 aggregate.

- **Primary & Non-Contributory Clause:** Applicant's coverage is primary to district coverage.
- **30-Day Notice of Cancellation:** Required on all policies.
- **Athletic Participant's Medical Expense Coverage:** Required for sports-related activities.
- **Insurance Carrier Requirements:** Must be rated A- VII or higher by A.M. Best.
- **Lessee/Applicant shall furnish the District with certificates and endorsements** affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before the first day of the event. However, failure to do so shall not operate as a waiver of these insurance requirements.

## SECTION 3: INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

All activities conducted on District property by Lessee/Applicant shall be at the risk of the Lessee/Applicant exclusively. To the fullest extent permitted by law, Lessee/Applicant shall indemnify and hold District, its officers, officials, agents, employees, and volunteers harmless against any and all losses, damages, liability, claims, demands, and causes of action arising out of or in any way connected with the use by the Lessee/Applicant of District property, including premises liability. Lessee/Applicant shall owe this indemnity obligation to District, its officers, agents, and employees even if loss, damage, liability, claim, demand, or cause of action resulted from District's alleged or actual negligent act or



omission, regardless of whether such act or omission is active or passive. However, Lessee/Applicant shall not be obligated under this agreement to indemnify District with respect to the sole negligence or willful misconduct of District, its officers, agents, or employees.

#### **SECTION 4: RULES AND REGULATIONS**

1. Facility use must comply with **California Education Code 38130 et seq.** and **District policies.**
2. **Alcohol, tobacco, drugs, animals, and weapons are strictly prohibited on school property.** The sale or use of a controlled substance (drugs), tobacco or alcoholic beverages in any form is prohibited in all school system owned or leased buildings and on all school grounds at all times (24 hours a day, every day). Evidence of the use of controlled substances or alcoholic beverages during or after the building and/or grounds have been used by an agency or organization may result in termination of the permission to continue to use the building and/or grounds. No animals are allowed on school property as noted on campus signage.
3. The Applicant is responsible for leaving the facility in the same condition as found.
4. Use of kitchen appliances, refrigerators, freezers, and ovens is strictly prohibited by facility users at any time without a District Child Nutrition Worker present.
5. Use of inflatable(s) which require a person to be on or within, trampolines, mechanical rides, hot plates, crockpots or other heating or warming elements is strictly prohibited.
6. Any animal (other than a registered service animal) is strictly prohibited on school grounds.
7. The District reserves the right to cancel reservations due to emergencies, maintenance needs, or conflicts with school activities.
8. The District may require security personnel at the Applicant's expense.
9. Any damages to District property must be repaired or paid for by the Applicant.
10. All facility requests must be received at least **21 days prior to the first event date.**
11. Payment is due once application is approved and must be no less than two (2) weeks in advance of the event.
12. All paperwork and approval is required prior to the event taking place.
13. **Total labor costs are an estimate based on this approved application. If an event incurs additional time and/or unexpected labor hours are incurred beyond the preapproved scheduled time, additional charges will be billed.**
14. Cancellations are subject to the following rules:
  - o Cancellations up to 21 (twenty-one) calendar days before the event are eligible for a 100% refund less a \$25.00 processing fee.
  - o Cancellations between 8-20 (eight to twenty) calendar days before the event are eligible for a 50% refund.
  - o Cancellations within 7 (seven) calendar days before the event are non-refundable.
15. In case of rain, fields may not be used within 12 hours after the rain has stopped. May be subject to refund if rain forces cancellation of field events.



**SECTION 5: APPLICATION APPROVAL**

By signing below, the Applicant certifies that they have read, understand, and agree to comply with the terms of this Facility Use Application and Agreement.

Applicant Name (Print Name): \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

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

**SARATOGA UNION SCHOOL DISTRICT  
FACILITY USE APPLICATION AND AGREEMENT**

Name of Organization/Group/Agency	Date	School Site

**ACTIVITY INFORMATION:**

Activity Coordinator/Contact	Title	Phone Number

Organization Address  
 \_\_\_\_\_

Description of Activity	Admission Cost/Fees	Estimated Attendance

**REQUESTED DATES OF USE:**

**Facility**

From (Date)	To (Date)	Sun	M	Tu	W	Th	F	Sat	Start (am/pm)	End (am/pm)

**Custodial Services**

From (Date)	To (Date)	Sun	M	Tu	W	Th	F	Sat	Start (am/pm)	End (am/pm)

**Child Nutrition Worker**

From (Date)	To (Date)	Sun	M	Tu	W	Th	F	Sat	Start (am/pm)	End (am/pm)

**REQUESTED SPACE:**

Facility	Labor Hours*				
	# of Hours	Rate	# of Hours	Rate	Total
Multipurpose Room (MPR)					



MPR w/Kitchen					
Classroom					
RMS Upper/Lower Field					
RMS Upper/Lower Blacktop					
Elementary Field					
Elementary Blacktop					
Other: _____					

\*Total labor costs are an estimate based on this approved application. If an event incurs additional time and/or unexpected labor hours are incurred beyond preapproved scheduled time, additional charges will be billed.

**FOR DISTRICT USE ONLY**

Application Approved: \_\_\_ Yes \_\_\_ No

Custodial Services Confirmed: \_\_\_ Yes \_\_\_ No

Child Nutrition Services Confirmed: \_\_\_ Yes \_\_\_ No

Conditions of Approval: \_\_\_\_\_

Authorized District Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**PAYMENT INFORMATION:**

Check # \_\_\_\_\_

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

**ADDITIONAL NOTES:**

\_\_\_\_\_

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