Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

School Use Only:

FUA #: _____

Facilities & Planning Department
805.306.4500 x4403

Facilities Use Agreement and Application

1. **Application must be submitted to the pertaining school at least 30 calendar days prior to the intended date of use**
2. **Applicant must pay in full prior to usage**
3. **Notification of cancellation must be given at least 8 days prior to the intended date of use**

Name of Organization	Phone#	Date
Mailing Address	City	ZIP
Name of Authorized Agent	E-mail	

The above organization hereby makes application for the use of the following:

School

Facility Requested
☐ Classroom ☐ Gym ☐ Stadium
☐ Multipurpose Room ☐ Playfields ☐ Other (specify) _____
☐ Hardtop Areas ☐ Restroom

Purpose of Event ☐ Educational ☐ Community ☐ Recreational ☐ Political ☐ Other _____

Date(s) Requested: Time

Number of Attendees Quantity Needed Tables _____ Chairs _____

List activities giving detailed descriptions and safety precautions taken

Preparations Required

List any items / equipment you wish to bring onto property

Is your group non-profit? ☐ Yes ☐ No Will this meeting be open to the public? ☐ Yes ☐ No

Will refreshments of any type be served? ☐ Yes ☐ No

Description of refreshments

If you wish to use the kitchen, please contact Food Services at (805) 306-4500 ext. 4703. A separate approval is required.

FOR SCHOOL AND FACILITIES DEPARTMENT USE ONLY

School Principal / Administrator Signature Date

Application ☐ Approved ☐ Denied

Custodial overtime ☐ Yes ☐ No _____ hrs. @ _____ /hr. = _____ School Event Total $

Filing/Application Fee Paid ☐ Yes ☐ No ☐ N/A Background Check Required ☐ Yes ☐ No

Fees ☐ Direct Cost _____ ☐ Fair Rental _____ ☐ Youth / non-profit _____

Invoice Applicant ☐ Date Paid Check No.

Insurance Received ☐ Yes ☐ No ☐ N/A Expiration Date

Approved for use ☐ Yes ☐ No

District Facilities Coordinator Signature Date

Director of Facilities and Planning Signature Date

Copy Sent to ☐ Site ☐ Applicant ☐ Accounting

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Use Agreement

1. **Applicant's Duty to Inspect, Warn and Rectify.** Applicant agrees that the District makes no representations or warranties as to the condition of the facilities which the Applicant is using, and the Applicant agrees to take such property and facilities "as is". Applicant agrees to be responsible for determining that the facilities are in proper and safe condition to be used for the purpose anticipated; and Applicant agrees to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons. Applicant agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.
2. **Application**. Applicant must submit this form to the School Site Principal 30 calendar days prior to the date of use to ensure time for processing. Applicant acknowledges that the District's willingness to rent this facility is contingent upon approval by the site administrator and by the District's Business Services Department. Permission will not be granted until all necessary documents such as, certificates of insurance, are received by the District. User will be mailed or e-mailed a copy of the agreement for the use of school facilities when permission is granted, and this copy of the agreement should be carried by the user as proof of permission for facility use.
3. **Payment and Insurance.** Payment for invoices, as well as insurance requirements are due 20 calendar days prior to the event. The District is not a sponsor or participant in the activities related to this facility use agreement. District employees that use or participate do so outside of the course and scope of their employment and are not covered under the District's Worker Compensation program. See page 5 of this contract for insurance requirements.
    a. I attest that my involvement in this after-school sports activity/program is separate from and unrelated to my role as an employee of the Simi Valley Unified School District. I am not acting on behalf of the district, and these activities fall outside the course and scope of my employment as a District employee. **INITIAL HERE:** _____
4. **Cancellation.** The Applicant must contact the school and the District if cancelling their event. Notification of cancellation by either the District or the applicant must be done at least 8 days prior to the event. A 50% non-refundable fee applies to Film Groups who cancel scheduled usage. The District reserves the right to cancel completely, on 10-day notice, in the event facilities are needed for school purposes. All users and fee schedules are governed by regulations adopted by the Governing Board.
5. **Damage to School Property**. Groups or persons using school facilities shall be liable for any property damages caused by 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 facility to original condition.
6. **Adult Sponsorship**. All juvenile organizations seeking use of school premises must have adequate adult sponsorship and supervision of all facilities used including the lavatories.
7. In executing this declaration, I certify that I have been duly authorized by the Applicant to act in its behalf in making application for use of said facility.
8. 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.
9. I hereby certify that I have received and read the rules, regulations, conditions and terms including those attached to this application 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.

_____

Applicant / Representative Signature Date

_____

Applicant / Printed Name

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Fire and Safety Regulations

1. At no time shall there be more persons admitted to the auditorium or any other assembly rooms than the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery, shall be fire resistant or flame proofed in accordance with the requirements of the city, county, state and federal Health and Safety Codes.
3. No device which produces flame, sparks, smoke, or explosions shall be used I the auditorium or any other rooms.

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 District and are to be submitted at least 30 calendar days prior to the date the Property is to be used.
3. Renters MUST submit their request for use of facilities at least 30 calendar days prior to requested date of use.
4. The use and occupancy of school property shall be primarily for public school purposes. Other use of occupancy shall be secondary and subordinate to this primary purpose. No group, regardless of its character, may monopolize the use of the school property, or interfere with the educational program of the school.
5. 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. The Applicant may not transfer or assign this Agreement or any right to interest hereunder or sublet said facilities or any part thereof without first obtaining the prior written consent and approval of the District.
6. The Applicant is responsible for preservation of order and enforcement of all regulations pertaining to the use of the 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. 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 at all times responsible for the supervision of all present, both participants and others attracted to the activity, so that no one will be acting in an unsafe manner or in a manner that will cause damage to school facilities.
7. No activities, set up or take down in facilities or on grounds, shall occur prior to 8:00 a.m. or after 11 p.m. unless written approval has been received from the Facilities Department.
8. Only the District may pay school district employees for services involving the use of school facilities.
9. The Board of Education or its representatives shall have "free access" to all meetings and/or activities held in school facilities or on school grounds at any time. Monitoring of meetings and/or activities by a designee of the superintendent may be required.
10. The Simi Valley Unified School District, its officers and employees will assume no responsibility for properties left on school premises.
11. The use of motor vehicles on school district property other than parking lots and driveways is prohibited unless authorized by the Facilities or Maintenance Departments.
12. Facility use of cafeteria facilities for food service shall only be allowed after proof that the requirements of A.A. 1332 have been complied with. However, pot-luck meals or refreshments may be served without the use of kitchen facilities or equipment with the approval of the site administrator of the facility.
13. School furniture and equipment shall not be moved or unplugged by anyone who is not a District employee without the permission of the Superintendent, site administrator, or his/her designated representative.
14. No equipment, material or supplies shall be loaned for use away from the school premises.
15. Any permit granted for the use of school facilities may be immediately revoked by the District for the following reasons:
    a. Violation of District policies, rules or regulations.
    b. Violation of city, county, state or federal laws and ordinances.
    c. Disruption of school activities.
    d. Disregard of the peace and privacy of the surrounding neighborhood.
    e. Failure to maintain District required insurance throughout the course of the permit.
16. Applicant will not make or allow any improvement or maintenance in or to the facilities without the District's prior written consent, which may be withheld in the District's sole discretion.

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17. 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.

Buildings and 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 decorations, scenery sets, or lighting are to be nailed to floors, walls, or ceiling. No preparations of any kind shall be used on school floors by groups using the buildings. Shoes with cleats or plates and rubber soles or heels which mar or mark the floor will not be permitted in school buildings.
4. School furniture or equipment shall not be moved or displaced.
5. No pesticides, herbicides or rodenticides of any type should be applied to, or used on District premises.
6. Playfields may not be used after heavy rains for practice or games.

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 patty'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.

Compliance with Laws

1. Applicant hereby agrees that Applicant, officers, agents, and employees of Applicant shall obey all local, state, and federal laws and regulations in the performance of this Agreement.
2. Applicant shall ensure that workers in school settings who are on-site are compliant with applicable Cal/OSHA regulations and Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such, regulations, Orders and Guidance remain in effect.
3. Applicant represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, participant, volunteer, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.
4. Other Legal Restrictions
    a. No drugs, alcohol, tobacco products, e-cigarettes, or vape products are allowed on the school site or facility at any time.
    b. The carrying of weapons is not allowed on the school site or facility except by on-duty, sworn law enforcement personnel.
    c. No device with produces flames, sparks, smoke, or explosions is allowed on the school site or facility without prior written permission of the District, which may be withheld in District's sole discretion, and appropriate safety measures and permits are in place.
    d. District reserves the right to remove any person or persons at any time from the school site or facility that District deems, in its sole discretion, to be unruly or a threat to the safety, welfare or security of the school site or facility or District personnel
5. Failure to comply with this section will result in termination of this Agreement and declination of future applications.

INDEMINIFICATION. To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including

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but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, or any other loss, sustained or claimed to have been sustained arising out of activities of the Applicant or those of any of its officers, agents, employees, participants, volunteers, vendors, customers or subcontractors of Applicant, whether such act or omission is authorized by this Agreement or not. Applicant also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Applicant, Applicant's agents, employees, participants, volunteers, vendors, customers or subcontractors. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers. This Indemnification shall survive termination of this agreement.

Insurance

Applicant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

1. **Commercial General Liability Insurance**. Applicant shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	**Aggregate**
Low to moderate risk events or activities	$1,000,000.00	$2,000,000.00
High risk events or activities	$2,000,000.00	$4,000,000.00
Severe risk events or activities	$5,000,000.00	$10,000,000.00

   a. Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage. Any and all vendors and subcontractors hired by Applicant in connection with the activities described in this Agreement shall maintain such insurance unless the Applicant's insurance covers the subcontractor and its employees.

2. **Automobile Liability**. Applicant shall procure and maintain, during the full term of this Agreement following Automobile Liability Business and non-owned vehicles: $1,000,000.00 per accident for bodily injury and property damage.

3. **Workers' Compensation Insurance**. Applicant shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Applicant shall procure and maintain Employers' Liability insurance coverage of $1,000,000. In the case of any activities which are hired or subcontracted, Applicant shall require all vendors and subcontractors to provide Workers' Compensation Insurance and maintain Employers' Liability insurance coverage for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Applicant's Workers' Compensation Insurance. Absent proof of Workers' Compensation Insurance, Applicant will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

4. **Other Coverage as Dictated by the District.**
   a. **Abuse and Molestation coverage:** School-connected organizations*: $1,000,000,000 per occurrence and $2,000,000 aggregate (**$2,000,000/$4,000,000** preferred). Other third-party organizations: not required. If abuse & molestation (SAM/CSA} coverage exists, please provide.
      i. School-connected organizations include, but are not limited to foundations, parent-teacher organizations, booster organizations, onsite programs provided by vendors for school credit, and on-campus after-school programs and on-campus enrichment programs where certificated staff are not supervising the program.

5. **Umbrella or Excess Policy.** The Applicant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and noncontributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

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6. If the Applicant or Applicant's vendors and subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

7. Applicant's and any and all vendors' and subcontractors' insurance is primary and will not seek contribution from any other insurance available to the District. Any insurance or self-insurance maintained by District shall be excess of the Applicant's insurance and shall not contribute with it. Applicant further hereby waives any and all rights of subrogation that it may have against the District. This requirement shall also apply to any Excess or Umbrella liability policies of the Applicant. Required endorsements are listed below.

8. **Certificates of Insurance.** Applicant and any and all vendors and subcontractors working for Applicant shall provide certificates of insurance to the District, with District listed as certificate holder, as evidence of the insurance coverage required herein, not less than 20 calendar days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District or before commencement of the services under this Agreement.

9. **Endorsements**. Applicant's and any and all Applicant vendors and subcontractors Commercial General Liability insurance and Automobile Liability coverage and Abuse and Molestation coverage, if required, shall name the District, its governing board, officers, administrators, managers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
    a. General Liability: CG 20 1110 01
    b. Primary, Non-Contributory: CG 20 01 0113
    c. Waiver of Subrogation: CG 24 04 05 09
    d. Business, including non-owned autos, Automobile Liability: CA 20 48 10 13
    e. Business Automobile Primary, Non-Contributory: CA 88 66 05 13
    f. Business Automobile Waiver of Subrogation: CA 04 43 11 20

10. Applicant's and any and all Applicant subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

11. **Claims Made Policies**. If any of the required policies provide coverage on a "claims made" basis:
    a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of the facility use.
    b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the facility use.
    c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Applicant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the facility use.

12. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

13. The procuring of any required policy or policies of insurance shall not be construed to limit Applicant's or Applicant's vendor's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

14. **Failure to Procure Insurance.** Failure on the part of Applicant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

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Nature of Agreement

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Signature Authority. Applicant represents and warrants that Applicant has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

FEE EXCEPTIONS:

1. 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.
2. 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 authorized.

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 Property and/or grounds to their original condition.

ACKNOWLEDGEMENT AND AGREEMENT

I have read the agreement and agree to its terms.

_____

Applicant / Representative Signature Date

_____

Applicant / Printed Name

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