



FACILITY USE REQUEST APPLICATION

CONTACT INFORMATION (Please type or print clearly)

Name of Organization: _____ Profit ☐ Non-Profit ☐

Name of Applicant: _____ Title: _____

Financial Responsible Party (if different from Applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number (include area code): _____ E-Mail: _____

Name and Phone Number of Contact Person on Site (if different from Applicant): _____

EVENT INFORMATION

----- Facilities/Rooms are only available from 7:00 a.m. to 9:00 p.m. -----

Facility/Room Requesting: _____

Event Title: _____ (To be displayed on event Calendar)

Date of Event: _____ (one date per form) Estimated # of Attendees: _____

Time of Event: (Start Time) _____ (End Time) _____

Setup/Breakdown: (Start Time) _____ (End Time) _____

Please give a detailed description of the event. _____

Is there an admission fee for attendees? Yes ☐ No ☐ If so, how much? \$ _____

What will the proceeds be used for? _____

Will food or refreshments be served? Yes ☐ No ☐ (If yes, you may need to request additional facility/room)

Will alcohol be served? Yes ☐ No ☐ (If yes, Liquor License and Security Guards will be required)

Are you requesting A/V Use? Yes ☐ No ☐

A. Hold Harmless, Insurance, Statement

HOLD HARMLESS AGREEMENT: In connection with the granted use of Merced County Office of Education (“MCOE”) facilities and premises identified in the application (“Application”) along with all appurtenant facilities and paths of ingress, egress and access (“Premises”) for the use stated therein, the undersigned, hereinafter referred to as the Permittee, agrees to indemnify, hold harmless and defend MCOE, its officers, officials, employees, volunteers and agents from and against any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by MCOE, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expense), arising or alleged to have arisen directly or indirectly out of this permit or the use of this facility, except to the extent caused by the sole negligence of the MCOE.

FACILITIES USE STATEMENT: The Permittee is duly authorized by the Organization named above to act on its behalf in requesting the use of the school facilities, including, but not limited to, executing any agreement or undertaking required by law and policy, and regulations governing the use of MCOE facilities. The Permittee upholds the state and federal constitutions and does not intend to use MCOE premises to commit unlawful acts. The Permittee shall comply with all restrictions placed on the use of Premises by law or MCOE Policy and Regulation 1330. The Permittee recognizes that, in accordance with Education Code 38134, the Permittee is liable for any damage to MCOE facilities or injury to any person due to their negligence in using the school facilities.

B. Rules and Regulations Governing the Use of these Facilities (California Education Code Sections 38130–38139)

1. Use and occupancy of MCOE property shall be primarily for public school purposes. Any authorized use of occupancy of the premises for other than public school purposes shall be secondary and subordinate to this primary purpose. Final approval for use of premises may not be granted more than ninety (90) days in advance.
2. Any permit may be revoked without previous notice, at no expense to MCOE. MCOE will make reasonable efforts to provide notice.
3. The following is prohibited on MCOE premises:
 - i. Any use which involves the possession, consumption, or sale of any illegal substances, intoxicants, or alcoholic beverages except where allowed by law (see section E. Alcohol on MCOE Facilities for exceptions).
 - ii. Smoking or the possession or use of tobacco of any kind (MCOE Policy # 3513.3).
 - iii. Betting, gambling, lottery, or raffles.
 - iv. The possession of firearms.
4. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
5. Depending on the type of program, and at the discretion of MCOE, Permittee may be required to employ a security service to assist with supervision and control. The cost for this requirement shall be borne by the group/individual using the facility.
6. Foodstuffs and other commodities may not be sold without a special food vendor’s insurance.
7. All MCOE signage and logos must be visible and not covered by the applicant’s logos, signage, displays, or decorations. This includes taping or pinning items to podiums, furnishings, and walls. All displays and signage brought in by the applicant must be approved by the MCOE.
8. No program shall contain matter which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine, seditious utterance, or which agitates for changes in our form of government or social order by violence or unlawful methods.
9. If any group activity destroys school property, the group shall be charged an amount necessary to repair the damage, and further use of the facility may be denied.

C. Facilities Safety and Security

1. Permittee agrees both as an organization and as a signatory individual to be jointly and personally responsible for all damage to MCOE Property that may arise during or by the permitted activity.
2. **INSPECTION OF PROPERTY:** The permittee agrees to inspect the property before and after occupancy and/or use to assure that it is in a safe condition and proper repair.
3. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
4. Decorations shall be fire-resistant or flameproof in accordance with the State Health and Safety Code. Decorations are not permitted to be pinned on the walls.
5. Except to keep catered food warm, no flames or other incendiary devices of any kind are allowed in any MCOE buildings. No explosions or fireworks are allowed on any MCOE premises.
6. Events involving animals shall NOT be allowed on MCOE property.

7. The Permittee using the facilities must provide adequate supervision at all times while on the premises.
8. Depending upon the type of program, and at the discretion of MCOE, Permittee may be required to employ a security service or have law enforcement present to assist with supervision and control. The cost for this requirement shall be borne by the Permittee.
9. The Facilities Director shall have the power of a peace officer to carry out the provisions, intents, and purposes of Education Code Section 40052 to maintain strict order on the premises.
10. Criminal or suspicious activity during normal work hours should be immediately reported to MCOE. Criminal or suspicious activity outside of normal work hours should be immediately reported directly to the city police department.

D. Insurance

The permittee shall furnish MCOE, thirty (30) days in advance of the occupancy time of this permit and BEFORE THE ISSUANCE OF THIS PERMIT, a certificate of liability insurance and endorsements naming Merced County Office of Education (MCOE) as an additional insured and with respect to the event(s) for which the Application is being submitted. Additional Insured Endorsement should accompany the COI, and the preferred endorsement is CG 20 26 04 13 or an equivalent. Said insurance shall be issued by the insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated by A.M. Best Co. as A-:VII or higher. If non-admitted or lower rate insurance is provided, then the acceptability shall be subject to review and determination by the MCOE's Business Office or designated representative.

Required insurance shall include:

1. Commercial general liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage.
2. Workers' Compensation insurance as required under the California Labor Code.
3. For events with alcohol: Policy must include host liquor liability.
4. Insurance is to be primary and non-contributory with any insurance of the MCOE.
5. Nothing herein in observing the minimum insurance requirements shall serve to imply or reduce the Permittee's liabilities or obligations for liability under the indemnification provision of the Application.

E. Alcohol on MCOE Facilities

Special events involving alcohol may only be permitted at MCOE, 632 W. 13th Street, Merced, MCOE Downtown Office, 501 Main Street, Merced, or Jack L. Boyd Outdoor School, 7798 White Chief Mountain Rd., Fish Camp.

1. All events with alcohol MUST contact the Alcohol Beverage Control office to obtain the necessary permits.
2. No one under the age of 21 shall be present at the event.
3. All servers of alcohol at the event shall be informed of the terms of any permit and this policy. All such servers should be at least 21 years of age.
4. No alcohol shall be furnished by any individual under the age of 21. The server shall request bona fide photo identification from a guest seeking alcohol whenever there is any question as to whether the individual seeking alcohol is not age 21 or older.
5. No alcohol shall be furnished to an obviously intoxicated person or a habitual or common drunkard.
6. The service of alcohol shall be limited to one drink per person at any one time.
7. Drinks shall be served in containers no larger than 12 ounces.
8. No alcohol shall be consumed in a parking lot, sidewalk, or street.
9. Non-alcoholic beverages shall be available for consumption at the event. Where practicable, free water shall be provided for consumption.
10. Where practicable, food shall be available for consumption at the event.
11. No attendee shall be allowed to bring their alcoholic beverages to the event.
12. Servers of alcohol shall not also consume alcohol during the event.
13. The service of alcohol shall cease at least one hour before the end of the event.
14. No school instruction or activity can be in session during events that will have alcohol.

F. Compliance with Law

1. The Permittee acknowledges that the use of certain facilities may be restricted, and the Permittee will not hold MCOE liable for such restrictions or the complete cancellation of the use of the facilities as appropriate.
2. The Permittee shall comply with all federal, state, local, and MCOE laws, statutes, codes, ordinances, rules, regulations, mandates, policies, and requirements regarding the use of the Premises, as presently enacted or hereafter amended or issued ("Law"). As used herein, the term "Law" shall include, without limitation, all applicable federal, state, local, and District laws,

regulations, ordinances, policies, procedures, state executive orders, and public health orders regarding health and safety, including all applicable laws related to COVID-19.

3. The Permittee shall implement among all staff members, agents, representatives, subcontractors, licensees, invitees, and visitors to the Premises, masking and social distancing measures and guidelines in adherence with the most current language disseminated by state and local public health officials. The Permittee shall maintain awareness of updated protocols and shall clearly communicate to its personnel and implement updated guidelines as soon as practicable. The Permittee will provide its staff with information and training in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19. They will ensure that the Premises have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

G. Assumption of Risk

1. The Permittee recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. The Permittee has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines. The Permittee assumes all risks, known and unknown, arising from the Permittee's use and occupancy of the MCOE facility, including risks from the Coronavirus. The permittee assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantine, and all related costs and expenses of any person arising from the Permittee's use and occupancy of the MCOE facility.
2. To the fullest extent permitted by law, the Permittee releases MCOE, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Permittee's use and occupancy of the MCOE facility, including the risks from Coronavirus. This release is intended to discharge MCOE against any liability arising out of or connected in any way with the Permittee's use and occupancy of the MCOE facility, even though that liability may occur or arise out of negligence or carelessness on the part of the MCOE. Permittee understands that by signing this Application, Permittee is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that Permittee is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

H. Statement of Information

The undersigned states that, to the best of their knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means.

That _____ (applicant's name), the organization on whose behalf they are making application for use of school property, does not, to the best of their knowledge, advocate the overthrow of 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 their knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Applicant Acknowledgement:

I have read the Facilities Use Request Application packet in its entirety for the use of MCOE premises and accept all the terms listed above.

Printed Name

Signature of Applicant

Date

INSTRUCTIONS FOR SUBMITTING THE FACILITIES USE REQUEST

- Email application and requested documents to: ConferenceRoomReservation@mcoe.org
- For questions relating to the completion of the form, call (209) 381-4066.
- Fees will be calculated and returned to the applicant for acknowledgement and acceptance of rental fees.

DO NOT WRITE BELOW THIS LINE

↓ **FOR MCOE OFFICE USE ONLY** ↓

Application Received by: _____ Date Received: _____

Date of Event: _____ (Submit one application per date.) Event ID#: _____

Facility/Room Requested	Full Day / ½ Day / Per Hour	\$ Amount [Rate per: Full day/ ½ Day/ Per Hour]	X	Number of Hours	=	\$ Facility/ Room Charge
Subtotal						= \$

Additional Services	APPLIED		\$ Amount	X	Hours	X	Rate per Hour	=	
Custodial Time O/T	☐	Yes	☐	No					
Media Technician	☐	Yes	☐	No					
A/V Use	☐	Yes	☐	No					
Total (Subtotal + Additional Services)									= \$

Signature of MCOE Official: _____ Date: _____

☐ APPROVED ☐ DENIED – Reason: _____

☐ Insurance Certificate received: _____

☐ Room Setup received: _____

☐ Liquor License received: _____

☐ Event Flyer received: _____

☐ Security Contract received: _____

☐ Entry Door/Gate Code: _____

↑ **FOR MCOE OFFICE USE ONLY** ↑

Financial Responsible Party Acknowledgement and Acceptance of Rental Fees:

By signing below, the financial responsible party acknowledges and accepts all rental fees associated with this request. Any changes or cancellations will need to be emailed to the ConferenceRoomReservation@mcoe.org at least 48 hours in advance of the event(s), or the permittee may be invoiced for the full reserved time.

Printed Name

Signature of Financial Responsible Party

Date