

1. Definitions

"District" — the Cupertino Union School District. "Board" — the District's Board of Education. "Facilities" — buildings, grounds, fields, and permanently affixed equipment owned, operated, or leased by the District. "Property" — movable equipment, apparatus, furniture, devices, and supplies. "Charges" — fees for use of Facilities, Property, or personnel services. "Schedule of Fees" — the official fee list adopted by the Board. "Permit Holder"/"Applicant" — the individual, group, or organization applying for or holding a use permit.

2. Authorization and Scope of Permits

a. Permits are issued by the District on behalf of the Board and must comply with Education Code 38130–38138 (Civic Center Act) and Board Policy/AR 1330.

b. A permit is required for any use outside standard operating hours or for any non-educational purpose.

c. Permits are valid only for the academic year approved (Day after Labor Day–last Friday in May), require a new application each year, and are non-transferable.

d. A District employee must unlock/lock buildings. Keys are not issued to Permit Holders without Superintendent/designee authorization.

e. Facilities/Property are provided "AS-IS, WHERE-IS, WITH ANY AND ALL FAULTS," with no warranty of fitness. Permit Holder must inspect before use and waives claims for defects, including latent defects.

3. Priority of Use and Revocation

a. School-sponsored activities have absolute priority over outside groups, at any session.

b. District may revoke/cancel a permit if space becomes necessary for District purposes (reasonable notice given) or for any violation of these Terms, AR 1330, or law.

c. Permits may be declined, modified, or canceled for lack of custodial coverage.

4. Code of Conduct and Operational Rules

a. Non-Discrimination: Use may be denied to individuals, groups, or organizations that discriminate on the basis of actual or perceived disability, gender, gender identity, gender expression, sex, sexual orientation, nationality,

race or ethnicity, religion, immigration or citizenship status, medical condition, genetic information, age, marital or parental status, or military/veteran status.

b. Youth/juvenile organizations must provide sufficient adult sponsorship and continuous supervision.

c. Religious use is permitted temporarily per Ed. Code 38131(b)(3), 38134(d), 38138(3), with fees covering District direct costs.

d. Prohibited everywhere on District property: tobacco/cannabis (incl. vaping), alcohol, illegal drugs, profanity, quarreling, fighting, betting, gambling. Raffles/lotteries prohibited unless run by a nonprofit registered with the CA AG's Registry of Charities (Penal Code 320.5) with written District consent.

e. Permits for public-issue forums require the meeting remain open to the public.

f. Use is confined to the specific days, times, and areas designated in the permit.

g. Permit Holder is liable for injuries/damages arising from its use and must insure against and defend such claims.

h. Accidents/injuries/damage must be reported immediately; an Incident/Accident Report is due to the Operations Department within 24 hours.

5. Preservation of Property

a. Permit Holder is financially responsible for returning the Facility to its exact original condition, including damage caused by its participants, invitees, guests, or spectators. District may bill the permit holder for any cleanup or damage caused by the group and may terminate the permit or deny future use on this basis.

b. Food and beverages are strictly prohibited across all rental spaces, including classrooms, libraries, GLCs, gyms, and office/counseling areas, unless explicitly authorized by the District in the issued permit.

c. No moving/altering school furniture or equipment, or erasing whiteboard/smartboard content, without written permission. Decorations removed before the permit end time / next school day.

d. Permit Holders are prohibited from making alterations, performing landscaping or grounds maintenance (including mowing, watering, trimming, planting, fill material, or

irrigation changes), installing structures or lighting, or bringing unauthorized vehicles onto the property.

6. Special Field and Grounds Regulations

a. Playgrounds remain open to pedestrian access for local children/parents after school hours, weekends, and holidays until dark.

b. Priority order: (1) Recreation Program/Summer Session activities; (2) valid District use-permit holders.

c. Self-propelled vehicles prohibited without Superintendent/designee authorization and must comply with the CVC; confined to driveways/parking lots. Field permit holders may bring 1 delivery vehicle when no children are present, only if covered by \$1,000,000 auto liability insurance, removed immediately after delivery. Violations subject to citation, towing/impoundment (CVC 21113, 22651) and permit revocation.

d. Hazardous equipment prohibited, including golf balls, shot-puts, javelins, archery equipment, powered model airplanes, and drones.

7. Kitchen Facilities and Nutrition Services

a. Kitchen equipment/supplies are District property and not for private benefit; kitchen doors remain locked unless use is granted.

b. A District Nutrition Services staff member must supervise authorized kitchen use; Permit Holder is charged per the Schedule of Fees.

c. Kitchen permits exclude dishes, trays, silverware, paper goods, and food supplies. Refrigerator/freezer space unavailable without specific arrangement with the Nutrition Services Director.

8. Financial Policies, Deposits, and Insurance

a. All payments processed through Facilitron; its service fees are charged to the Applicant. No gifts/donations may substitute for fees; in-kind arrangements require written Superintendent/designee approval.

b. A 25% non-refundable deposit is due at application. Full payment and insurance documentation are due 14 business days before the event; failure results in automatic cancellation and forfeiture of the 25% deposit.

c. Charges exceeding the original estimate are invoiced and due within 30 days; late payment may result in denial of future use.

d. A non-refundable \$15.00 change fee applies to each permit modification.

e. District may require a cleaning deposit or computer-lab security deposit; unused portions are refunded after post-event inspection.

f. Insurance: Permit Holder must maintain, at its own cost, Commercial General Liability covering premises, operations, products/completed operations, and contractual liability — \$1,000,000 per occurrence / \$2,000,000 general aggregate per location; Bodily Injury \$1,000,000/occurrence; Property Damage \$1,000,000/occurrence; Sexual Assault and Molestation coverage \$1,000,000/occurrence/\$2,000,000 general aggregate. Workers' Comp (per CA Labor Code) and Employer's Liability \$1,000,000 if Permit Holder has employees. Sports associations must show athletic-participant medical coverage. District requires an ACORD 25 and an endorsement naming Cupertino Union School District, 10301 Vista Drive Cupertino, CA 95014 as additional insured, confirming primary coverage, providing indemnification/defense, and waiving subrogation. District may require higher limits depending on use. 30 days' notice required before cancellation/reduction of coverage; renewal certificate due 10 days before expiration. No permit issues until insurance is approved.

9. Cancellation Policy

a. Applicant cancellations ≤10 days before the event: non-refundable. More than 10 days before: refunded less a 25% retention.

b. If the District cancels/revokes for District or school purposes (including emergencies), Permit Holder receives a full refund of fees paid; the District is not liable for consequential, incidental, or indirect damages from the cancellation.

10. Personnel and Custodial Surcharges

a. District has sole discretion to determine custodial coverage based on event type, logistics, and attendance.

b. Supplementary charges may apply for extensive cleanup, trash/recycling removal, or emergency maintenance caused by the permit holder.

c. Religious use is permitted temporarily per Ed. Code 38131(b)(3), 38134(d), 38138(3), with fees covering District direct costs.

c. For events requiring extra custodial coverage, District will add an additional 90 minutes to the permit time for opening/closing/cleaning duties. Per SEIU CBA Section 5.9.B, custodial overtime (OT) is charged at standard OT rates with a **2-consecutive-hour minimum for weekdays** and a **3-consecutive-hour minimum for weekends** (inclusive of the 90-minute allocation). If the actual time spent on custodial overtime exceeds the initial estimate, the District will invoice the permit holder for the additional time..

11. Storage and Liability

District must pre-approve temporary on-site storage or porta-potty placement at the Permit Holder's sole risk and liability; Permit Holder must secure/lock porta-potties when not in use. District assumes no responsibility for lost, stolen, or damaged third-party property.

12. Legal Compliance and Appeals

a. Permit Holders must comply with all Board rules and applicable federal, state, and local laws, ordinances, and health orders. Per Ed. Code 38135, any person or organization committing acts intended to overthrow the government by force, violence, or unlawful means while using school property is guilty of a misdemeanor.

b. Aggrieved Applicants may appeal administrative decisions (use, fees, denials) in writing to the Superintendent or designee.

13. Indemnification and Hold Harmless

To the fullest extent permitted by California law (subject to Ed. Code 38134(h)), Permit Holder shall indemnify, defend, and hold harmless the District, Board, its members, officers, employees, consultants, representatives, agents, and volunteers from all claims, suits, demands, costs (including attorneys' fees), losses, penalties, and liabilities arising from or connected with Permit Holder's use of District facilities/grounds/equipment or performance under the permit — including personal/bodily injury, illness or infection, death, property loss, or non-compliance with law — unless caused wholly by the District's sole negligence. This obligation survives expiration or termination of the permit.

14. General Provisions

a. Governed by California law; venue for any action is Santa Clara County.

b. District and Applicant are independent entities; no agency, employment, partnership, or joint venture is created.

c. District's failure to require performance of any provision does not waive its right to require performance later, nor does waiver of one breach waive any subsequent breach.

d. Permits are non-transferable and non-assignable; obligations bind Permit Holder's representatives, successors, assigns, heirs, and estates, and benefit the District's successors and assigns.

e. If any provision is held invalid, illegal, or unenforceable, it is severed and the remaining provisions remain valid and enforceable.

Certification and Execution

I certify I am an authorized representative of the applicant organization, that I have read and understand these Terms and Conditions, and that the organization will strictly abide by all District rules, AR 1330, and these terms, and will comply with all applicable federal, state, and local law. If I am not duly authorized to bind the Applicant, I am personally liable for all obligations hereunder. Per Ed. Code 38136, I represent that I am duly authorized to submit this application and may be required to provide written authorization prior to permit issuance. Per Ed. Code 38136, I certify, under penalty of perjury, that to the best of my knowledge the Facilities will not be used to further any program to overthrow the U.S. or California government by force, violence, or unlawful means, and that the applicant organization does not advocate such overthrow and is not a Communist action or front organization required to register with the U.S. Attorney General.