

\_\_\_\_\_ DISTRICT

**APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES**

**\*\*SAMPLE TEMPLATE – COPY ON FRONT AND BACK FOR ONE PAGE\*\***

Date of Application: \_\_\_\_\_ Requested Facility: \_\_\_\_\_

Multi-Purpose Room \_\_\_\_\_ Kitchen \_\_\_\_\_ Classrooms(s) \_\_\_\_\_ Other: \_\_\_\_\_

Month: \_\_\_\_\_ Day(s) of Month: \_\_\_\_\_ Time(s): \_\_\_\_\_ No. of Attendees: \_\_\_\_\_

Facility will be furnished "AS IS" unless requests for furniture and equipment are indicated below. If equipment is available, a fee for its use may be assessed by the Business Office according to the district's Fee Schedule.

Equipment or Furniture needed: \_\_\_\_\_

1. What is the purpose of the meeting? \_\_\_\_\_
2. Is admission charged? Yes / No            If yes, how much? \_\_\_\_\_
3. Will contributions be solicited or accepted? Yes / No            If yes, how much? \_\_\_\_\_
4. Membership dues? Yes / No            If yes, how much? \_\_\_\_\_
5. If yes to 2, 3, or 4 above, how will net proceeds be used? \_\_\_\_\_
6. Is supervision by school personnel necessary? Yes / No    If yes, please indicate positions and number of hours (attach additional pages as necessary): \_\_\_\_\_
7. Is application for use and relationship as authorized under Education Code 38131 and 38134(a)? Yes / No  
If yes, please refer to District for additional terms and conditions, including some not indicated on this form.
8. Is alcohol service planned for this event? Yes / No    If yes, additional terms and conditions shall apply:

**Service:** All alcohol service is on a host bar basis, beer and wine only. Service shall be by L.E.A.D trained, responsible, licensed, and insured beverage service provider. Alcohol service shall be by ticket only (issued by the permittee) with a limit of \_\_\_ tickets per attendee. Service will be limited to the following timeframe: \_\_\_\_\_. Both the individuals serving and drinking must be of legal age, 21 and over. (<http://www.abc.ca.gov/programs/Lead%20webpage.html>).

**Liquor Liability:** In addition to the District's general liability insurance requirement, a liquor liability insurance policy is required with a minimum limit of \$1,000,000 per occurrence and additional named insured endorsement in favor of the District, its trustees, officers, employees, and agents.

**Security:** Depending on the size of the event, security personnel may be required.

**CONDITIONS FOR USE OF SCHOOL FACILITIES:** FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be FACILITY USER's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER acknowledges that it shall be obligated 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 injuries to property and persons. APPLICANT FOR FACILITY USE agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges receipt of a copy of the DISTRICT's RULES AND REGULATIONS FOR USE OF FACILITIES. By the Applicant's signature below, the FACILITY USER agrees to abide by all rules and regulations governing the use of the District's facilities and the conduct of all meetings. FACILITY USER further acknowledges that facility use is contingent upon full compliance with these rules as well as any site rules specified by the site administrator.

**ASSUMPTION OF RISK:** FACILITY USER hereby recognizes and acknowledges there are inherent risks of injury or death in the activity in which FACILITY USER shall engage while using or occupying the FACILITIES. FACILITY USER hereby expressly assumes said risks of injury or death while using or occupying FACILITIES or engaged in an activity that is related to or in connection with this Application and Agreement.

**INSURANCE:** FACILITY USER shall provide to the DISTRICT a Certificate of Insurance evidencing the existence of a general liability insurance policy prior to the use of the FACILITIES with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and additional named insured endorsement in favor of DISTRICT its trustees, officers, employees, and agents, whereby DISTRICT, its trustees, officers, employees, and agents will be insured under FACILITY USER'S liability insurance policy, a waiver of subrogation, a primary and non-contributory and a 30-day notice of intent to cancel, non-renew, or material change endorsement. **DISTRICT reserves the right to require additional lines of coverage depending on the event.**

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ALL PERMISSIVE USERS, WHOSE USE IS NOT MANDATED BY THE CIVIC CENTER ACT, AGREE BY THEIR SIGNATURE BELOW TO HOLD THE \_\_\_\_\_ DISTRICT, ITS GOVERNING BOARD AND THE INDIVIDUAL MEMBERS THEREOF AND ALL DISTRICT OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE OUT OF, OR IN ANY WAY BE CONNECTED WITH THIS FACILITY USE AGREEMENT. HOWEVER, THIS AGREEMENT DOES NOT PERTAIN TO LOSSES OR INJURIES THAT ARE THE RESULT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT.

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Applicant must submit this form to the Site Administrator fifteen (15) working 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 a copy of this Application and Agreement for the Use of Facilities when permission is granted, and this copy of the Agreement should be carried by the user as proof of permission for facility use.

In accordance with Education Code Sections 38135-38136, the FACILITY USER acknowledges, to the best of his or her knowledge, that 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, and the FACILITY USER 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.

Name of FACILITY USER's Organization: \_\_\_\_\_

Name of Representative/Agent (please print): \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Other Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

**PLEASE DO NOT WRITE BELOW THIS LINE**

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TO THE SITE ADMINISTRATOR: This request must be submitted to Business Services ten (10) working days prior to the event to ensure time for processing. Your signature indicates that the above request will not conflict with the education program and that the facility is available on the date(s) and time(s) requested.

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator's Comments or Conditions (optional): \_\_\_\_\_

Are additional conditions for facility attached? Yes / No If yes, number of pages: \_\_\_\_\_

DATE RECEIVED BY BUSINESS OFFICE: \_\_\_\_\_

**APPROVED** \_\_\_\_\_ **NOT APPROVED** \_\_\_\_\_ **APPROVED WITH ALCOHOL USE** \_\_\_\_\_