

## EAST JOINT UNION HIGH SCHOOL DISTRICT FACILITIES

### USE APPLICATION

**Notice: Special set-up arrangements for the facilities should be made at least five days prior to the facility use, or attached to this application.**

Request is hereby made by the undersigned for the use of school facilities as indicated:

NAME OF ORGANIZATION \_\_\_\_\_

PHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EVENT SUPERVISOR: \_\_\_\_\_

PHONE: \_\_\_\_\_

Facility	Expected Attendance:	
Date(s) of Event:	Purpose of Event:	
Day(s) Requested (please circle day(s) of week):	S M T W TH F SA	Hours: from _____ am/pm to _____ am/pm
Is this a school related event? Yes___ No___		Insurance Information Attached: Yes___ No___
➤ External Usage Fee: \$25.00 per event _____ Deposit: \$200.00 per event		
➤ Custodial services requested to be paid by Organization at District rate: Yes___ No___		
<b><u>Usage on non-attendance school day(s) will require a minimum of 2 hr. custodial services. Custodial charges start ½ hour before activity start time.</u></b>		
Food Sales: Yes___ No___		
If kitchen services are requested the Organization will be charged at District rate: Yes___ No___ Hours: from _____ am/pm to _____ am/pm		

Please initial acknowledging understanding: \_\_\_\_\_

**Organization Representatives Initials:**

1. We hereby certify that we shall be personally responsible, on behalf of our organization, for any damage or unnecessary abuse of school buildings, grounds or equipment growing out of the occupancy of said premises by our organization. We agree to abide by and enforce the rules and regulations of the East Nicolaus Joint Union High School District governing the non-school use of buildings, grounds and equipment and to pay any charges prescribed by said rules/regulations.
  
2. We agree to give the East Nicolaus Joint Union High School District notice of cancellation of any meeting at least one working day before the meeting is to take place, and agree to pay all charges levied because of failure to so notify.
  
3. The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

**In accordance with Education Code section 38130, et seq., the Organization may use School Facilities. Conditions for use of school facilities are as follows:**

1. Groups must have adequate adult supervision at a rate of one (1) adult per twenty (20) students. Organization shall be responsible for providing adequate safety and supervision of its activities conducted on School facilities.
2. No intoxicating beverages, tobacco or drugs will be permitted on School Facilities.
3. Only plain plastic water bottles will be allowed in gymnasiums. No food or beverages (i.e. soda, sports drinks, candy etc.) will be permitted in gymnasiums, unless otherwise prearranged and noted with an ENJUSD represented.
4. School Facilities will be cleaned and left in an orderly condition by Organization after being used.
5. Standing requests will only be honored for six (6) consecutive weeks.

6. Keys must be returned within 24 hours of the event, or on the first school day following the event, whichever occurs first. It is the responsibility of the Organization for expenses incurred should the key be lost. The Organization is also responsible for any costs should the alarm code be breached or for overtime incurred should a custodian need to be called due to an alarm call.
  - a. **KEYS ARE NOT TO BE DUPLICATED.** Duplication of keys will result in the loss of facilities use privileges.
7. Any expenses due to damage to the School Facilities as a result of an event will be the responsibility of the user Organization. The District shall invoice the user Organization for reasonable expenses and costs for the repair or replacement of School Facilities that are damaged, lost or destroyed as a result of Organization's use of School Facilities and Organization agrees to pay such invoice within thirty (30) days of its receipt.
8. The Organization agrees to indemnify, defend, and hold harmless the District and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against the District, arising in whole or in part out of any acts or omissions of the Organization unless caused by the sole negligence or willful misconduct of the District. In its sole discretion and at its own cost and expense, the District may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice. However, such participation shall not relieve the Organization of any obligation imposed. The District shall promptly notify the Organization of any such claim, action, or proceeding and shall cooperate fully in the defense of same.
9. Failure to comply with the provisions of this policy may result in cancellation of current facility use agreements and/or refusal of future requests.
10. The Organization's use of the School Facilities is limited to the Purpose of Use stated above.
11. The Organization shall comply with all federal, state, local law and regulations and District policies applicable to the use of school district property.
12. The Organization shall not have the right to make any changes or alterations or improvements to the School Facilities.
13. Groups consisting of ten or more individuals wishing to utilize a field/facility must acquire an application from East Nicolaus Joint Union High School District.
14. It is the responsibility of the person in charge identified on the Facilities Use Application regarding the conduct of the group while on permitted facilities.
15. **Wet Field Policy:** Groups may not play on fields closed due to wet field conditions. It is the responsibility of groups to access field closure information by phoning the site that is being used.
16. Organizations that are in non-compliance with any of the rules and regulations may result in denial of future facility usage.
17. Non-adherence to any of these rules or City ordinance may result in the retention of a portion or all of the deposit.
18. This Agreement is the complete agreement between the parties pertaining to the Facility use. This agreement supersedes all prior written or oral agreements between parties pertaining to facility use. This agreement can be altered or otherwise modified only through a dated writing signed by authorized representatives of both parties.

**These rules include but are not limited to:**

- Use will begin no earlier than 8:00 am – Monday – Saturday and no earlier than 9:00 am on Sunday. Outdoor facility use will end at dusk, unless approved by District Representative. Use begins and ends at the times stated on the permit, including set-up and cleanup. Groups are not allowed on fields prior to the start time on the permit and are required to have the fields clean, picked up and be off the fields at the ending time indicated on the application. Parking is allowed in designated areas only. User groups must inform their participants and spectators to park in facility parking lots and public parking areas. It is the user's responsibility to alleviate traffic and parking issues. Applicant's Facilities Use Application must be available during use and presented to any District/City representative upon request. Tobacco products are prohibited in fields, schools and other adjacent areas. Alcoholic beverages are prohibited in fields, schools, or adjacent areas and shall be governed by Board Policy, unless otherwise arranged with the proper permits and documents. (See Appendix A) Selling of food or other items is not allowed without District approval and will be noted on your application. Property boundary walls, buildings, and fences are not to be used as backstops at any time. Other buildings or district property may not be accessed during event stated on Facilities Use Application. At the conclusion of games or practice each user group is responsible for picking up trash and debris and depositing it into the proper trash bins. The field and any adjoining areas affected by a group's use must be picked up and cleared of all trash. Please leave school areas immediately after games and practices safely and quietly, especially after late games.

By signing this form, I acknowledge that I have read the above conditions and agree to comply with them.

Signature of Organization Representative

Date

ENJUSD Representative Signature

Date

## Appendix A

1. The District requires a "Certificate of Insurance" naming the District as additional insured and applying Bodily and Property Damage per occurrence in the amount of \$1,000,000.00. The use of District owned premises will not be granted when there is a possibility of damage or injury to school property. In case of loss or damage occur, the person or group signing the request for use premise will be held fully responsible and liable. **CERTIFICATE OF INSURANCE MUST BE ATTACHED UPON SUBMISSION.**
2. Proved appropriate ABC license and signed security contract for event.