ORCUTT UNION SCHOOL DISTRICT FACILITIES USE APPLICATION

APPLICANT INFORMATION NAME or ORGANIZATION:	Today's Date
ORGANIZATION ADDRESS:	-
	PhoneE-mail:
DESCRIBE PURPOSE/EVENT:	Number of participants:
Date(s) Requested:	
Date(s) Requested:	
Hour needed for set up:Time of Event: From	om:To:
Facility use. * Facility Location:	*Room/Gym/Field:
SET-UP Needs: Chairs Tables Other	r:
-	e reasonable fees to recover District costs associated with event. CILITY USER agrees that the District makes no representations or
property and facilities "AS IS." FACILITY USER acknowled property and facilities are in proper and safe condition to be es that it shall be obligated to inspect such property and facilit to warn users or rectify hazards in order to prevent injuries to the property if unsatisfactory conditions are not rectified obligation to abide by the District's rules and regulation for the property is the property of the property if unsatisfactory conditions are not rectified obligation to abide by the District's rules and regulation for the property and facilities are in proper and safe condition to be estimated by the property and safe condition to be estimated by the property and safe condition to be estimated by the property and safe condition to be estimated by the property and safe condition to be estimated by the property and safe condition to be estimated by the property and safe condition to be estimated by the property and safe condition to be estimated by the property and safe conditions are not rectified by	LITY USER is entitled to use, and FACILITY USER agrees to take such liges that it shall be its responsibility and obligation to assure that the used for the purpose anticipated; and FACILITY USER acknowledge ties before they are used and to take affirmative steps where necessary property and persons. FACILITY USER agrees to refuse the use of prior to scheduled use. FACILITY USER further acknowledges its he use of facilities (see reverse). By the Applicant's signature below, gulations, and further acknowledges that facility use is contingent upon to by the site administrator.
signature below that the school property for use under this a further any program or movement, the purpose of which is to force, violence or other unlawful means, and the FACILIT	ation Code Section 38135-38136, the FACILITY USER certifies by application will not be used for the commission of any act intended to accomplish the overthrow of the government of the United States by USER is not a communist-action organization or communist front ley General of the United States. This statement/certification is made
THE CIVIC CENTER ACT, AGREE BY THEIR SIGNATURE THE INDIVIDUAL MEMBERS THEREOF AND ALL DISTRIC FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THE	ALL PERMISSIVE USERS, WHOSE USE IS NOT MANDATED BY BELOW TO HOLD THE DISTRICT, ITS GOVERNING BOARD AND CT, OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS HAT MAY ARISE OUT OF, OR IN ANY WAY BE CONNECTED WITH GREEMENT DOES NOT PERTAIN TO LOSSES OR INJURIES THAT ISTRICT.
the damages, and further use of facilities may be denied.	perty, the group may be charged for an amount necessary ry to repay In addition, any permissive user under the Civic Center Act using resulting from the negligence of that group during the use of those
ACKNOWLEDGEMENT AND AGREEMENT: I have read this	s application and agree to the terms.
APPLICANT SIGNATURE:	DATE:
DO NOT WR	TE BELOW THIS LINE
DISTRICT APPROVALS: (Y/N)Appropriate ActivityInsurance Certifica	te ReceivedFees Received
District Official Signature:	
School/Site Acknowledgement	DATE:
Invoice #: Date: Amount:	

Please sign form and initial second page and e-mail to asalazar@orcutt-schools.net or fax to (805) 938-8919

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SECTION I GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY

- 1. Foodstuffs may not be sold without applicable food permits from the local environmental health department.
- 2. Display or signs must be approved by the School District.
- 3. Use of alcohol, drugs and other intoxicants are absolutely prohibited.
- 4. The district's tobacco free policy prohibits the use of tobacco products any time in district owned or leased buildings, on district property and in district vehicles.
- 5. No Gambling shall be permitted on the premises.
- 6. No program shall contain matter, which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitate for changes in our form of government or social order or by violence or unlawful methods.
- 7. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public.
- 8. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
- 9. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July, or may be revoked at any time at the discretion and or needs of the District.
- 10. This permit is not transferable.

SECTION II INSURANCE

FACILITY USER shall furnish the District 10 days in advance of the occupancy time of this permit and PRIOR TO THE ISSUANCE OF THIS PERMIT, a Certificate of Insurance and an Additional Insured Endorsement, naming the District, its officers, employees, agents and volunteers as Additional Insured. Said Insurance shall be issued by an insurance company (s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the District's Risk Manager or representative. Required insurance shall include:

- A. Commercial General liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

SECTION III DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees both as an organization and as signatory individual to be jointly and personally responsible for all damage to District Property that may arise during or by the permitted activity.

SECTION IV FIRE AND SAFETY REGULATIONS

- 1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
- 2. No Flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
- 3. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.

SECTION VI FACILITY USERS

The use of District facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

- 1. District activities
- 2. Student Body activities
- 3. Other Public Entity activities
- 4. Non-Profit Organization activities
- 5. Community activities
- 6. For-Profit Business activities

Pursuant to the Civic Center Act, the use of school buildings, grounds, and equipment, **shall** be granted, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire Girls, Parent-Teacher Associations, and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by the governing board. All other users **may** be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings.

FACILITY USERS holding functions or meeting where admission fees are charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, the District **shall** charge the user an amount equal to fair rental value of the property.

Initial		