

**GOLETA UNION SCHOOL DISTRICT  
FACILITIES USE APPLICATION/PERMIT**

REQUESTED SCHOOL SITE: \_\_\_\_\_ DATE: \_\_\_\_\_

REQUESTED FACILITY: \_\_\_\_\_

**APPLICANT INFORMATION**

NAME or ORGANIZATION ("FACILITY USER"): \_\_\_\_\_

INDIVIDUAL APPLICANT NAME: \_\_\_\_\_ Title: \_\_\_\_\_

ORGANIZATION ADDRESS: \_\_\_\_\_

**CONTACT TELEPHONE AND EMAIL:**

DESCRIBE PURPOSE/EVENT: \_\_\_\_\_  
\_\_\_\_\_

Date(s) Requested: \_\_\_\_\_ Number of anticipated participants: \_\_\_\_\_

Hours needed for setup: \_\_\_\_\_

**APPLICABLE FEES:** School Districts are permitted to charge reasonable fees to recover District costs associated with

facility use. Facility Rental: \_\_\_\_\_ Utility Fee: \_\_\_\_\_

Custodial Fee: \_\_\_\_\_ Additional Fee(s): \_\_\_\_\_

**CONDITIONS FOR USE OF SCHOOL FACILITIES:** FACILITY USER agrees that the School 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 its responsibility and obligation to ensure that the property and facilities are in proper and safe condition to be used for the purpose anticipated. FACILITY USER further acknowledges its obligation to abide by the District's rules, regulations, terms and conditions for the use of facilities (**See "Terms and Conditions" Sections I. through VI. and the accompanying Addendum on the following pages**). By the Applicant's signature below, the FACILITY USER agrees to abide by all such terms and conditions, and further acknowledges that facility use is contingent upon compliance with these rules, as well as any rules specified by the facility site administrator.

**REQUIRED HOLD HARMLESS AND INDEMNIFICATION:** Except arising from or to the extent caused by the sole negligence of School District, School District shall not be liable for, and Facility User shall indemnify, defend, and hold harmless School District and School District's Governing Board, individual board members, agents, servants, representatives, officers, and employees against and from any claim, demand, judgement, fine, award, loss, liability, damage, expense, charge or cost of any kind whatsoever, including but not limited to reasonable attorney's fees, professional fees and costs and liabilities incurred in or about the defense of any such claim or action or proceedings brought thereon (Collectively "Claims") that may arise out of, or is in any way connected to FACILITY USER's use of the premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Facility User in or about the premises. FACILITY USER shall give prompt notice to School District of any casualty or accidents on the premises and any claims arising therefrom. FACILITY USER's obligations under this paragraph shall survive the expiration of this facilities application/permit.

If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repair the damages, and further use of facilities may be denied.

The FACILITY USER agrees to strictly comply and without exception with all current federal, state, county, city and/or district rules and guidelines regarding protection from SARS-CoV-2 (Coronavirus). The rules and guidelines to follow are located at various sites including those listed in the Addendum hereto.

**ACKNOWLEDGEMENT AND AGREEMENT:** I have read this application and agree to the terms.

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

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**DISTRICT APPROVALS:** (Y/N) \_\_\_\_\_ Appropriate Activity \_\_\_\_\_ Facility Available on date  
\_\_\_\_\_ Insurance Certificate Received \_\_\_\_\_ Fees Received  
\_\_\_\_\_ Additional Insured Endorsement (Received)

District **APPROVAL** -Official Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

District **DENIAL** - Official Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **SECTION I: GENERAL RULES AND 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. No smoking shall be permitted on the premises.
5. Applicant organizations shall be responsible to properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
6. 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.
7. This permit is not transferable.
8. Use and occupancy of DISTRICT property shall be primarily for public purposes. Any authorized use or occupancy of the property for other than public purposes shall be secondary and subordinate to this primary purpose. Final approval for use of school facilities shall not be granted more than thirty (30) days in advance.
9. No additional personnel are furnished by DISTRICT other than the employee in charge.
10. The employee in charge shall have the power of a peace officer to carry out the provisions and intents and purposes of this agreement.
11. 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.
12. The program offered in or during the use of the premises shall at no time contain matter which might tend to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances or which agitates for changes in our form of government or social order by violence or unlawful methods.
13. Each FACILITY USER shall properly supervise its personnel, invitees and attendees.
14. Juvenile organizations must have adequate adult sponsorship.

### **SECTION II: COVID-19 RELATED RULES**

15. The FACILITY USER shall not hold the event and shall cancel the event if all Coronavirus rules and guidelines are not met before, during or after the event.
16. The FACILITY USER shall send invitees /participants away if they disregard the Coronavirus rules and guidelines.
17. The FACILITY USER's use of the facility may be terminated if it is determined that invitees or participants are disregarding Coronavirus rules and guidelines. The FACILITY USER shall not be entitled to a refund and shall not be entitled to recover consequential damages resulting from termination.

### **SECTION III: INSURANCE REQUIREMENTS**

FACILITY USER shall furnish the School District with a **"Certificate of Insurance"** and a separate **"Additional Insured Endorsement"** naming the School District, its Board Members, officers, employees, agents and volunteers as an Additional Insured to the applicants CGL insurance policy ten (10) days in advance of using district property. Said Insurance shall be issued by an insurance company 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 (CGL) 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 IV: DAMAGE TO DISTRICT PROPERTY**

FACILITY USER agrees as an organization to be responsible for all damage to School District Property that may arise during or by the permitted activity.

### **SECTION V: 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 without prior written approval.

## SECTION VI: FACILITY USERS

The use of School District facilities shall be determined in part, based upon availability and priority order. The priority order for usage is as follows:

1. School 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.

Any reservation may be revoked without previous notice where conflicting dates have resulted or where need of the facility for public school purposes has subsequently developed. For other cause, reservations may be revoked at any time upon reasonable notice.

DISTRICT's furniture or apparatus may not be removed or displaced by any person without permission from and under the supervision of DISTRICT employee in charge.

Where the facility to be used is other than a classroom, full details as to equipment requested must be furnished in advance such as overhead projectors, VCR's, screens, podium, microphone and coffee supplies.

FACILITY USERS holding functions or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the School District or for charitable purposes shall be charged by the School District an amount equal to fair rental value of the property.

## SECTION VI FINANCIAL ARRANGEMENTS

1. Rental charges, if any, shall be paid upon receipt of invoice to the **Goleta School District, 401 N. Fairview Ave., Goleta, Ca. 93117**, unless specific arrangements are made.
2. Each organization agrees to reimburse the Board of Trustees for damages to buildings, grounds and/or equipment rising out of the use of these facilities by the organization, normal wear excluded.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

(District name and address should be listed here)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.