

## SHORT TERM FACILITY USE – Application & Permit

**PREMISES OWNER:**

**APPLICANT:**

<b>Mountain Union Elementary School District</b> Site: <input type="checkbox"/> Montgomery Creek School	Company/Organization: Requestor's Name: <i>(Must be an officer or authorized representative of company/organization)</i>
Copies: <input type="checkbox"/> District <input type="checkbox"/> Submitting Organization <input type="checkbox"/> Site	Address: Phone

Type of Purpose of Function: \_\_\_\_\_

**Approximate number of people involved:**

Participants: Children \_\_\_\_\_ Adults \_\_\_\_\_ Spectators: Children \_\_\_\_\_ Adults \_\_\_\_\_

**Number of meetings:**

Single meeting: Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_  
 Series of meetings: Days of Week \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_ Months: From \_\_\_\_\_ To \_\_\_\_\_  
*(Inclusive)*

Facilities Requested: \_\_\_\_\_

**Use of Food Service Facilities**

School kitchen equipment cannot be used without cafeteria personnel in attendance or prior approval of the Principal. Personnel service fees shall be charged on the basis of actual expenses, or at a rate of one and one-half times normal salary, if work time constitutes overtime for that employee.

- Will food be served?  No  Yes
- Will school equipment, custodian or kitchen help be required?  No  Yes Please explain: \_\_\_\_\_
- Will Kitchen equipment be used?  No  Yes Where?: \_\_\_\_\_
- Will restrooms be used?  No  Yes Please explain: \_\_\_\_\_
- Will admission or donations be charged for any reason?  No  Yes See Below

Applicant has received or will receive for the activities herein listed contributions, cash \$ \_\_\_\_\_ collections, registration fees, admission fees, tuition, donations or other receipts estimated.  Check here if none

The net proceeds will be used for: \_\_\_\_\_

Is the use non-exclusive and open to the public?  Yes  No

**REQUIRED CERTIFICATION:**

1. To the fullest extent permitted by law, Applicant shall defend, indemnify and hold harmless Mountain Union Elementary School District, its elected or appointed officials, employees, agents and volunteers against any and all claims, demands, losses, damages, court costs, attorney fees, expenses, or costs of any kind or character arising out of use of Premises Owner Name, facilities by the Applicant, their employees, agents or guests, regardless of any active or passive negligence on the part of Mountain Union Elementary School District, its elected or appointed officials, employees, agents and volunteers.
2. Attach a Certificate of Insurance with Additional Insured Endorsement as specified in the Insurance Required of Applicant Section.
3. Applicant hereby certifies that he has received and read the rules, regulations, conditions, terms and that he and the applicant which he represents, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the California Department of Education and its authorized agents which may be communicated to the applicant and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.
4. The undersigned states that, to the best of their knowledge, 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.

That \_\_\_\_\_, the organization on whose behalf they are making application for use of school property, does not, to the best of their knowledge, advocate the overthrow of the Government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of their knowledge, it 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 and per Education Code Section 38135.

\_\_\_\_\_  
 Authorized Applicant Signature

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5. In executing this declaration the applicant certifies that he has been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.
6. **FOR RENTAL OF ATHLETIC FACILITY- WARNING: Use of steroid to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids.**

**INSURANCE REQUIRED OF APPLICANT:**

Prior to use of the facility, the Applicant is required to provide a Certificate of Liability Insurance **and** Additional Insured Endorsement to fulfill the following three requirements:

1. **Commercial General Liability or Personal Liability** on an occurrence form with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate for all groups except:
  - a. **Seasonal Sports/Recreation Leagues, Sober Grad Organizations, or Private Events with 500+ attendees:** Minimum limit of \$2,000,000 each occurrence / \$2,000,000 general aggregate.
  - b. **Year Round Sports/Recreation Leagues:** Minimum limit of \$5,000,000 each occurrence / \$5,000,000 general aggregate.
2. **Additional Insured Endorsement:** This is a separate form attached to the certificate. The endorsement must name the Mountain Union Elementary School District, it's elected or appointed officials, employees, agents and volunteers as Additional Insured (or Additional Covered Party) under the general liability policy. Forms CG 2026 or CG 2011 or equivalent required. For purposes of the CG 2011 only, this Agreement shall be deemed to be a lease. Blanket Additional Insured forms are acceptable when accompanied with an approved Facility Use Agreement.
3. **Evidence of Primary Insurance** (either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of policy): Applicants insurance shall be **primary insurance** as respects to the Mountain Union Elementary School District, it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Mountain Union Elementary School District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Signature of Applicant /Representative \_\_\_\_\_ Date \_\_\_\_\_

Applicant Address \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

**(FOR APPROVAL USE ONLY)**

Facility available:  Yes  No

School employee support required for this rental:  Yes  No

Estimated charges are as follows: *To be paid in advance*

Hourly Fee \_\_\_\_\_  
Personnel Costs \_\_\_\_\_  
Cleaning Deposit \$50  
Security Deposit \$100  
Other \_\_\_\_\_  
TOTAL \_\_\_\_\_

Actual Costs are as follows: *To be paid in advance*

Hourly Fee \_\_\_\_\_  
Personnel Costs \_\_\_\_\_  
Cleaning Deposit \$50  
Security Deposit \$100  
Other \_\_\_\_\_  
TOTAL \_\_\_\_\_

Insurance Certificate:

Limits Adequate  Yes  No  
Additional Insured Endorsement  Yes  No  
Primary Wording Provided  Yes  No

\_\_\_\_\_  
Approving Signature Date

**Mountain Union School District**  
**USE OF SCHOOL FACILITIES**

**A. Types of Activities Permitted**

1. Public, literary, scientific, recreational, educational, or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods by any church or religious organizations which has no suitable meeting place for the conduct of services, except that the governing board must charge the church or religious organization a fee at least equal to the district's direct costs.
4. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities.
7. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare by public agencies, including, but not limited to the American Red Cross; and the provision of any services deemed necessary by the governing board to meet the needs of the community.
8. Approved activities must be non-profit in nature. Business and commercial activities are prohibited.
9. Other purposes deemed appropriate by the governing board.

**B. Types of Activities Prohibited.**

1. Any use by an individual, society, group or organization for the commission of any act intended to further any program or movement whose purpose is the overthrow of the government of the United States or of the state by force, violence or other unlawful means.
2. Any use of school facilities or grounds, which interferes with the ongoing educational program or school activities of the district.
3. Commercial advertising or use.
4. Fundraising campaigns except as permitted by governing board policy or special action of the governing board.
5. Activities, which are discriminatory in the legal sense.
6. Religious services are prohibited except as provided under A-3 above.
7. Any activity that might violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds, or equipment.

**C. Custodial**

Any use of facilities on a weekend will involve a custodian for a minimum of two (2) hours in order to open, close and set the alarm. (Minimum of \$25.00)

**COMMUNITY RELATIONS**

**Administrative Regulations**

The following rules and regulations shall be established for the use of facilities:

1. Organizations or individuals wishing to use the school's facilities are required to fill out the appropriate "Use of Facilities Agreement" at the school office.
2. They are to be provided with a list of the rules and regulations and a fee schedule.
3. The activity must not interfere in any manner with school-related activities.
4. Facilities must be left clean and orderly; if not, extra charges will be assessed.
5. Use of possession of intoxicants and/or narcotics in school facilities or on school property is prohibited.
6. Quarrelling, fighting, use of profane language, gambling or other games of chance are prohibited.
7. Adequate adult supervision and sponsorship is required of all groups using school facilities.
8. The display of advertising on school premises pertaining to any public function is prohibited.
9. School furniture and/or equipment shall not be moved by anyone who is not a school employee without permission.
10. No equipment, materials, or supplies shall be loaned for use away from school premises without the knowledge and consent of the school principal.
11. Persons or organizations using school facilities shall be responsible for all damage to school facilities and equipment.
12. Officers and employees of the Mountain Union School District will assume no responsibility for properties left on the school premises.
13. The Board of Education or its representatives shall have free access to all school facilities for school-related activities.
14. Use of school facilities for non-school purposes shall comply with all city or county ordinances and all state and local fire, health, and safety laws.
15. The Board of Education or its representatives at its discretion may revoke any permit granted for the use of school facilities at any time.
16. Potluck meals or refreshments may be served without the use of kitchen facilities or equipment only with the approval of the principal.
17. The district employee in charge shall have the power of a school officer to carry out the provisions and intents of the Education Code, the policy adopted by the Board of Education, and the regulations approved by the superintendent.
18. Violation of any regulation may be cause for immediate revocation of any permit granted for the use of school facilities.
19. All applications must be completed and submitted to the principal in a timely manner as the principal may require.
20. A permit is non-transferable.
21. The following schedule of fees is established:

Facility Rental	Direct Cost Fee Per Hour (2 hr minimum/each add'l hour)	Fair Rental Fee Per Hour (2 hr minimum/each add'l hour)
Classrooms	\$24/\$5	\$48/\$10
Montgomery Creek Multi-Purpose Room	\$50/\$5	\$100/\$20
Kitchen <i>Kitchen equipment cannot be used without cafeteria personnel present</i>	\$80/\$15	\$160/\$30
Gymnasium	\$100/\$15	\$160/\$30
<b>Additional Equipment Rental (Outside normal facility equipment)</b>		
Tables <i>each</i>	\$5	\$10
Chairs <i>each</i>	\$0.50	\$1