

APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose.

2. The principal assigned to a school has responsibility for supervision and management of all property of that school. He or she is authorized to assign use and occupancy of the property without charge during school hours for meetings of groups qualifying under the provisions that such meetings are not inconsistent with and do not interfere with the use of the property for school purposes.

3. The principals of the various schools shall approve all permits for the use and occupancy of school property by authorized individuals, groups, or organizations during non-school hours.

4. School premises shall not be available to non-school organizations on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions or in connection with regular school work.

5. Charges for the use of school facilities shall be determined from a Schedule of Fees adopted by the Board of Education. Costs incurred by the District due to failure of the organization/group to notify the school site of cancellation of activity are the responsibility of the applicant.

6. Any individual group or organization using school property for Civic Center or other purposes shall hold the Durham Unified School District, its Governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. School property shall be protected from any damage or mistreatment and applicant shall be responsible for the condition in which they leave the school building. In case school property is damaged, the cost thereof shall be paid by the applicant.

7. Upon receipt of notice that a permit has been issued to a non-school agency for use, the custodial supervisor shall designate a regular employee to open the building, be in charge during the use, and to close the building after use. The School District Employee in charge of the building or grounds, within or upon which any meeting may be held, is

empowered to take all necessary means to enforce these rules.

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

9. The school custodian assigned to the facilities requested nor any other school person, other than the principal of the school, shall permit any individual or group to use any equipment, room, or other facility on the premises which was not designated on the application. Any departure from the original approved request allowed by the principal shall be communicated to the Business Office. Applicant should be made aware of the possibility of additional charges resulting from the change in facilities.

10. Organizations granted use of school buildings or grounds under the Civic Center Act may be permitted, at the discretion of the principal, to use District equipment which needs an operator, such as motion picture projectors, public address systems, etc. provided they agree to pay all costs, including labor, to which the District may be subject by reason of such use.

11. School premises shall not be used by any person or group as its political campaign headquarters.

12. In most instances, it is assumed that a custodian will be on duty during the time of usage, however, it is understood that the school district reserves the right to determine whether or not a custodian shall be assigned during any or part of the use period.

FORM

Application and Agreement for Use of Facilities

Any request for use of school facilities by an organization or group shall be presented in writing on the approved form, together with the certificate of insurance, to the principal of the school desired, who will schedule the facility requested if it is available.

All five copies should be returned to the principal. One approved copy will be returned to the applicant upon approval.

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Request is hereby made for the use of the following school property at:

- Elementary School Intermediate School High School Mission High District Office Other: _____

Please check the facilities needed and include any special instructions needed:

- Multi-Use Room & Stage _____
- Multi-Use Room & Kitchen _____
- Classroom No(s). _____
- Library _____
- Gymnasium _____
- Boys Shower Room _____
- Girls Shower Room _____
- Playfield _____
- Football Field _____
- Stage Facilities _____
- Baseball Field _____
- Softball Field _____

Requested Use Schedule				
Date			Time	
MM/	DD/	YY	From	To
/	/		am/pm	am/pm
/	/		am/pm	am/pm
/	/		am/pm	am/pm
/	/		am/pm	am/pm
/	/		am/pm	am/pm

Organization/Sponsor: _____

Fees: All users will be charged for staff time outside of normal working hours. School-related users are exempt from facility charges; all others will be billed according to the appropriate fee schedule.

Organization Type:

- School-Related Non-Profit Religious Group For-Profit/Private Business/Group Other _____

Description of Activities: _____

The organization/sponsor agrees to and does hereby indemnify and hold harmless the Durham Unified School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any persons, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.
- (b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the organization/sponsor arising from any act of neglect, default, omission, negligence or willful misconduct of the organization/sponsor or any person, firm or corporation employed by the organization/sponsor, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off District property.

The organization/sponsor, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the

District, its officers, agents, or employees in any action, suit or other proceedings as a result of the activity called for in this agreement.

(c) The party wishing to use the district's facilities agrees to provide a certificate of insurance naming the DURHAM UNIFIED SCHOOL DISTRICT in the minimum amount of \$1,000,000 as a co-insured for the date(s) of the activity. The certificate of insurance is to be attached to this form upon submission to the school district. Any party who is unable to secure a certificate of insurance may request to be placed on the next Board agenda. At that time, the Board of Trustees may consider waiving this requirement. *(Certificate of insurance must be attached.)*

The undersigned, as duly authorized representative for _____, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that, _____ the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

Signature _____ Date _____

Name and Title or Office Held _____

Address, City, State, Zip _____

Telephone Number _____

Application approved: _____
Principal _____ Date _____

(For Business Office Use, only)

Facility charge: # Rooms _____ #Days _____ # Hours _____ Rate \$ _____ = \$ _____
Additional charges:
 Custodial Hours _____ @ Rate \$ _____ (including statutory benefits) = \$ _____
 Cafeteria Hours _____ @ Rate \$ _____ (including statutory benefits) = \$ _____
 Other supplies _____ = \$ _____
 Other _____ = \$ _____
Grand Total = \$ _____