



Ojai Unified School District FACILITIES USE AGREEMENT AND APPLICATION FOR PERMIT

_____ Name of organization (Applicant)		_____ Date
_____ Authorized Representative of Organization		_____ Title
_____ Address		_____ Telephone
_____ Name of School Site or Facility		_____ E-mail
_____ Location at Site or Facility		_____ Date(s) of Event or Activity
_____ Type or purpose of Event or Activity		_____ Expected attendance

List all planned "Red Light" and "Yellow Light" activities from the VCSSFA "Student Activities Guide"

FOOD VENDORS. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

☐ Mobile Food Facility permit ☐ Temporary Food Facility permit ☐ Exempt – must show documentation

Date checked by school official: _____ initials _____

☐ Check here if food will be prepared in the cafeteria/kitchen.

SCHOOL POOL. If using the school pool, attach the certificate(s) of the lifeguard(s) that will be present.

AGREEMENT:

1. In executing this declaration I certify that I have been duly authorized by the Applicant to act in its behalf in making application for use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and Ojai Unified School District (referred to as "Local Educational Agency" or "LEA") policy and regulations governing the use of the facilities (the "Property").
2. Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other records estimated in amount of \$_____. If no receipts are anticipated for these activities check here. ☐
3. Receipts set forth in item 2 above will be used for: _____
4. The Applicant may not transfer or assign this Agreement, or any right or interest hereunder or sublet said facilities or any part thereof without first obtaining the prior written consent and approval of the LEA.
5. Applicant will not make or allow any improvement or maintenance in or to the facilities without LEA's prior written consent, which may be withheld in LEA's sole discretion. Applicant shall use the Facilities Use Improvement and Maintenance Agreement for the written request. If the LEA approves the improvement or maintenance requested, Applicant may make such improvement or maintenance at its sole cost and expense. Improvements requiring utilities will accrue additional costs that will appear under Fees on this Agreement. All such improvements or maintenance shall immediately become the property of the LEA.
6. I hereby certify that I have received and read the rules, regulations, conditions and terms including those attached to this application and that I and the applicant which I represent, will abide by them and will conform to all applicable provisions of federal laws, state laws and regulations, local ordinances and regulations and to all other rules, policies and regulations of the Board of Education and its authorized agents which may be communicated to the applicant.
7. It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities and the Property.

INDEMNIFICATION. To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Applicant or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Applicant, whether such act or omission is authorized by this Agreement or not. Applicant also agrees to pay for any and all damage to the teal and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Applicant, Applicant's agents, employees, participants, vendors, customers or subcontractors. Applicant further hereby waives any and all rights of subrogation that it may have against the LEA.

The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this agreement.

FORCE MAJEURE. Neither party will be liable for failure or delay to perform obligations under this Agreement which have become practicably impossible or infeasible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; civil unrest or riots; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All due dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent duties and obligations for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

COVID-19 Applicant acknowledges the Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious and can spread easily and exponentially. While persons of all ages are at risk of contracting COVID-19, persons with compromised immune systems and older persons may be at particular risk. With full awareness and appreciation of the risks involved, Applicant, for itself, its agents, employees, participants, vendors, customers and subcontractors, hereby forever releases, waives, discharges, holds harmless and covenants not to sue LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from any and all liability claims, demands, actions or causes of action whatsoever directly or indirectly arising out of or related to any loss, damage or injury, including death, that may be sustained by Applicant, its agents, employees, participants, vendors, customers and subcontractors related to COVID-19 regardless of whether caused by the negligence of the LEA, its governing board, officers, agents, employees successors, assigns, independent contractors and/or volunteers, any third party using the Property subject to this Agreement or otherwise while participating in any activity while in, on or around the Property or while using the Property, equipment or furnishings.

Applicant agrees to taking all steps and action necessary or required to address the COVID-19 pandemic with respect to this Agreement, including, but not limited to, ensuring any of Applicant's agents, employees, participants, vendors, customers, subcontractors and volunteers comply with all current and subsequent requirements and recommendations issued by any governmental agency (including the City, County, State or Federal Government and related health care agencies) related to the COVID-19 pandemic that are applicable to the Property. Applicant shall be solely responsible for determining and implementing the specific actions and requirements applicable to purpose of this Agreement for the activity to be conducted at the Property, including, but not limited to, any limitation of the number of attendees, required protective apparel (e.g. face mask, gloves), social distancing requirements or recommendations applicable at the time, implementing any cleaning measures required or suggested to ensure the property is safe for use prior to any of Applicant's, agents, employees, participants, vendors, customers, volunteers and/or subcontractors enter the Property and similarly adequately cleaning the Property after any such use as required.

INSURANCE. Applicant, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Applicant shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Low to moderate risk events or activities	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Applicant in connection with the activities described in this Agreement shall maintain such insurance unless the Applicant's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Applicant shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles: \$500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

- c. Workers' Compensation Insurance. Applicant shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Applicant shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. In the case of any activities which are hired or subcontracted, Applicant shall require all vendors and subcontractors to provide Workers' Compensation Insurance and maintain Employers' Liability insurance coverage for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Applicant's Workers' Compensation Insurance. Absent proof of Workers' Compensation Insurance, Applicant will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.
- d. Other Coverage as Dictated by the LEA. Applicant shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- e. If the Applicant or Applicant's vendors and subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- f. Applicant's and any and all vendors' and subcontractors' insurance is primary and will not seek contribution from any other insurance available to the LEA.
- g. Certificates of Insurance. Applicant and any and all vendors and subcontractors working for Applicant shall provide certificates of insurance to the LEA, **with LEA listed as certificate holder**, as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- h. Endorsements. Applicant's and any and all Applicant vendor's and subcontractor's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
- 1) General Liability:
 - ☐ CG 20 11 10 01.
 - 2) Primary, Non-Contributory
 - ☐ CG 20 01 01 13
 - 3) Waiver of Subrogation
 - ☐ CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - ☐ CA 20 48 10 13
- i. Applicant's and any and all Applicant subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- j. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.
- k. Insurance written on a "claims made" basis is to be renewed by the Applicant and all Applicant subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Applicant for all claims made.

- I. Failure to Procure Insurance. Failure on the part of Applicant, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement

FEES:

Supplies	\$ _____
Utilities	\$ _____
Janitorial services (including salaries)	\$ _____
Services (salaries) of other LEA employees	\$ _____
Maintenance, repair, restoration, and refurbishment	\$ _____
Deposit	\$ _____
Other charges ¹	\$ _____
Fair rental value ²	\$ _____
Total	\$ _____

¹ If the use of school facilities or grounds is for religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services, the church or religious organization shall be charged an amount that equals or exceeds the school LEA's direct costs.

² In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the students of the school LEA or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds. "Fair rental value" means the direct costs to the school LEA plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

Note: Groups or persons using school facilities and grounds shall be liable for any property damage caused by or arising out of the activity. The cost of repair or replacement shall be paid by the group or persons involved and they may be denied further use of school facilities. Additional clean up fees may be charged to return the Property and/or grounds to their original condition.

ACKNOWLEDGEMENT AND AGREEMENT

I have read the agreement and agree to its terms

Representative's signature

Date

SITE AVAILABILITY

Site Administrator

Signature

Date

LOCAL EDUCATIONAL AGENCY APPROVAL

Nutrition Services (as needed)

Signature

Date

Facilities Administrator

Signature

Date

LEA Administrator

Signature

Date

GENERAL RULES

1. Sections 38130-38139 of the Education Code, "The Civic Center Act," are the basis of these rules, and are hereby incorporated in the application even though not explicitly stated.
2. Pursuant to "The Civic Center Act", the LEA is authorized to issue all permits to groups who qualify for the use of school property during non-school hours. All applications are to be completed on forms provided by the LEA and are to be presented at least two (2) weeks prior to the date the Property is to be used.
3. The use and occupancy of school property shall be primarily for public school purposes. Other use of occupancy shall be secondary and subordinate to this primary purpose. No group, regardless of its character, may monopolize the use of the school property, or interfere with the educational program of the school.
4. All permits are to be issued for specific facilities and for specific times not to exceed one school year. It shall be the responsibility of the organization to see that authorized portions of the buildings are not disturbed, and that the premises are vacated as scheduled on the permit. This permit is not transferable.
5. The Applicant is responsible for preservation of order and enforcement of all regulations pertaining to the use of LEA facilities. Negligence or violation of facility use, instructions and regulations will result in an organization being held responsible for damages and possible denial of subsequent requests.
6. The requesting organization shall be responsible for any additional fees incurred due to unusual or unexpected requirement for LEA personnel. The LEA may require as a condition of approval that the applicant furnish adequate security officers. **If a meal is to be served in the cafeteria, a LEA food service worker must be employed to cook, or supervise the preparation of the food.** Arrangements for such services are to be made during the application process.
7. Any juvenile organization or group seeking use of LEA premises must have a responsible adult sponsor signing and present during use, providing adequate and effective supervision. Those in charge of any activity must hold themselves at all times responsible for the supervision of all present, both participants and others attracted to the activity, so that no one will be acting in an unsafe manner or in a manner that will cause damage to school facilities.
8. The use of profane language, the possession or use of intoxicating liquor, drugs, tobacco, quarreling or fighting, the carrying of weapons, betting or any form of gambling, are prohibited on school property. Violation of this rule by any organization during occupancy shall be sufficient cause for denying further use of school facilities.

FIRE & SAFETY

1. At no time shall there be more persons admitted to the auditoriums, theaters, or other rooms than the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery shall be fire resistant or flame proofed in accordance with the State Health and Safety Code.
3. No device, which produces flame, sparks, smoke or explosions shall be used in the auditoriums, theaters or other rooms.
4. NO Smoking, vaping or other use of tobacco or nicotine products shall be permitted on the premises.

BUILDINGS & GROUNDS

1. School property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Should school property be damaged or abused beyond normal wear, such damage will be paid for by the organization involved, and shall be sufficient cause for cancellation of future use.
2. All lights must be turned off when leaving and all doors locked and secured.
3. No decorations, scenery sets, or lighting are to be nailed to floors, walls, or ceiling. No preparations of any kind shall be used on school floors by groups using the buildings. Shoes with cleats or plates and rubber soles or heels which mar or mark the floor will not be permitted in school buildings.
4. School furniture or equipment shall not be moved or displaced.
5. No pesticides, herbicides or rodenticides of any type should be applied to, or used on LEA premises.
6. Playfields may not be used for practice or games after heavy rains.
7. Prohibited on school property: animals (with the exception of active service dogs), firearms, pellet guns, BB guns, sling shots, archery, discus, javelin, shot put, roller hockey, riding of tricycles, scooters, go-carts, motor scooters, bicycles and skateboards (except for riding to and from school), unauthorized automobiles, running of model and miniature cars or model planes or unmanned aerial systems (drones) and rockets, skating, horseback riding, and hitting of golf balls.