

Invoice # _____
12 August 2019



Mountain View Whisman School District
Facilities Use Permit Application & Agreement
(Must be submitted at Least 30 Days in Advance of Desired Use)

School Site: _____ Facilities desired: _____
Type of program or event: _____ Number expected: _____
Purpose of facility use is: _____
Date/Time facilities requested: _____
Start Time, including set up: _____ Ending Time, including clean up: _____

Comments/Special requirements/Type of Set up needed: _____

Are any fees/donations being collected for this event: Yes No

Name of organization receiving fees/donation: _____

Proceeds to be used for: _____

What percentage of participants reside in the Mountain View Whisman School District boundaries? _____

Name of organization: ! _____

Non-profit? _____. If yes, please attach your 501(c) letter. ! _____

Mailing address: _____ City _____ Zip _____

Authorized agent or representative: _____ Title: _____

Tel.: _____ Cell Phone: _____ Email: _____

Person in charge of event: _____ Title: _____

(The person in charge must be present during the entire event and have this form in their possession for each event)

Tel.: _____ Cell Phone: _____ Email: _____

THE DISTRICTS TERMS AND CONDITIONS OF USE, INCLUDING APPLICABLE INSURANCE REQUIREMENTS AND CERTIFICATES TO BE SUBMITTED TO THE DISTRICT PRIOR TO USE, HOLD HARMLESS REQUIREMENTS, AND INDEMNIFICATION REQUIREMENTS, ARE ATTACHED AND INCORPORATED INTO THIS APPLICATION. BY SUBMITTING AND SIGNING THIS APPLICATION, APPLICANT ACKNOWLEDGES AND AGREES THAT APPLICANT WILL ABIDE BY THE TERMS AND CONDITIONS OF USE ATTACHED TO THIS APPLICATION AND THE STATEMENT OF INFORMATION BELOW.

Signature: _____ Date: _____

Print Name of Applicant: _____ Tel. No.: _____

Address: _____ E-mail: _____

Billing Name/Address/Email if different: _____

STATEMENT OF INFORMATION
(To be signed by Applicant)

As required by Education Code section 38136, the undersigned states that, to the best of his or her 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 he or she is making application for use of school property, does not, to the best of his or her 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 his or her 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.

Applicant Signature

DO NOT WRITE BELOW THIS LINE

For Office Use Only

Signature of approval by Principal: _____ Date: _____

Signature of approval by Director/MOT: _____ Date: _____

Signature of CBO: _____ Date: _____

Group Type: _____ Certificate of Insurance received date: _____ Total Hours: _____

Rental Fee: _____ Custodial/Personnel Fee: _____ Total Estimated Cost: _____

Mountain View Whisman School
District District Facilities
TERMS AND CONDITIONS for FACILITIES
USE 2019-2020

- **Policies and Procedures.** This Application and any use of District Facilities shall be pursuant to and in accordance with the Facilities Use Policies of the District, including Board Policy 1330, 1330.1 and A.R. 1330, as well as the Civic Center Act (Education Code § 38130 et sec.)
 - **Damage to Property.** Applicant shall responsible for all damages to property. The facilities must be left in the same condition and appearance as when initially occupied. If it has rained within the last 48 hours, the fields must be evaluated for condition. It is the responsibility of the Applicant to contact the site to assure the field can be used. Any damage caused by a user during the use of District facilities or grounds will be the responsibility of the user for full payment of all repairs to the damaged property. An invoice for damages will be sent to the user for payment. Non-payment of an invoice shall be cause for prohibiting further use of District facilities by the user.
 - **No Structures.** No structures (including tents), whether permanent or temporary, may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special written approval has been obtained from the District.
 - **Decorations.** Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property. The District may request that the fire department verify certification of fireproofing at the user's expense.
 - **Fees to be Paid in Advance.** All monies for facility use fees as applicable must be paid to the Facilities Office at least fifteen (15) days before the scheduled day of use.
 - **Alcohol Use.** The use or sale of Alcohol is strictly forbidden at District facilities – unless written permission is given in advance by the District's Superintendent.
 - **No Gambling.** Facilities may not be used for any gaming or gambling purposes (e.g., raffles, bingo, etc.).
 - **District Right to Rescind Approval.** The District Site administrator or designee has the authority and reserves the right to rescind facility use approval at any time.
 - **No Keys.** No keys will be issued to facility users. (Summer Camp program exception.)
 - **Applicable Fees.** Applicants are responsible for all personnel fees and use fees. All estimated fees are to be paid, in advance, with the original application. Failure to do so will result in denial of Facilities Use Application. Please check the District's website at www.mvwsd.org for applicable fees.
 - **Returned Checks.** Checks returned for insufficient funds must be paid within 24 hours or event will be canceled. Only cash or money order will be accepted for future uses.
 - **Approved Application on Site.** Facility users must have an approved Facility Use Application form in their possession during each approved event.
 - **District and Other Public Agency Priority.** District and public agencies within the District activities have priority over an outside request. Such priority may occur as few as three (3) days prior to the date of an approved outside event.
 - **Cancellation Policy.** Cancellation policy will be in accordance with AR 1330. Applicant's cancellation must be at least three (3) working days in advance for a refund.
 - **District Post Activity Evaluation.** A post activity evaluation of the area may be conducted as determined by site personnel.
 - **No Tobacco Products, Intoxicants or Weapons.** No tobacco products, intoxicants, alcoholic beverages, weapons, drugs and/or profane language are allowed on facility property at any time.
 - **Supervision.** Sufficient supervision by the authorized agent listed on the application (adult) is mandatory at all times.
 - **Driving Only in designated Areas.** No one is permitted to drive anywhere but on the designated parking areas. All vehicles must park only in designated parking areas.
 - **High Risk Activities.** Applicants of "High Risk" activities will be required to submit additional insurance requirements.
 - **Concussions.** Applicant must meet all laws and regulations associated with Education Code sections 49475 and 35179.5 pertaining to concussions, head injuries and full-contact football practices.
 - **Applicable Laws.** All individuals, groups, or organizations in their use or occupancy of a school facility shall comply with all applicable laws, rules, and regulations. Any use contrary to or in violation of any law, rule, or regulation shall be grounds for cancellation of the permit and authorize removal of the users from the facility and shall bar such individual, group, or organization from further use thereof.
 - **Title IX.** All applicants using school facilities must comply with Title IX (that portion of the Educational Amendments of 1972 that forbids discrimination on the basis of sex in educational programs or activities which receive federal funds). The applicant certifies that it
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shall comply with all applicable regulations of Title IX. "

- **Food and Vending.** Service or sale of food or refreshments will not be permitted in the auditoriums nor will the vending or sale of any article be permitted during any use or occupancy of a school facility for civic center purposes without prior approval.
- **Indemnity.** Applicant agrees to defend, indemnify and hold harmless the Mountain View Whisman School District, its officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgements, including legal and attorney fees, arising from personal or bodily injuries, including death, or property damage or otherwise, however caused, sustained by any persons(s), firm(s), corporation(s), including the district, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's use/occupancy of District's facilities, including school or District parking lots and walkways, furniture or equipment or other use as requested by the Applicant, or from any occurrence in or on the demised premises, and will further indemnify and hold the District harmless against and from any and all claims arising from any breach or default on the part of the Applicant in the performance of any covenant or agreement on the part of the Applicant to be performed pursuant to the terms of this use, or arising from any act or negligence of the Applicant, or any of its agents, contractors, servants, employees, licensees, customers, or invitees. In the case any action or proceeding is brought against the District by reason of any such claim, the Applicant, upon notice from the District, covenants to resist or defend at Applicant's expense such action or proceeding by counsel reasonably satisfactory to the District. The term "facilities" as used in this agreement shall include any adjacent school or District parking lots, walkways or thoroughfares used by guests, patrons, invitees, employees, or agents of the Applicant.

(1) Applicant further agrees to retain responsibility for any loss, theft or damage to Applicant's or its users' equipment, supplies or materials or equipment, supplies or materials of others brought onto or stored on District's premises in connection with Applicant's use of District's facilities.

(2) Applicant further agrees and promises that he/she will not use nor permit any other person, firm or corporation to use pictures or films of the premises and/or facilities of the Mountain View Whisman School District in any movie film, film production or commercial venture the subject matter of which does or might bring discredit to the District, including any film production which contains immoral, obnoxious, obscene or injurious material, or is subversive in any way.

(3) Applicant further agrees to surrender the premises and facilities to the District at termination of the use period specified in the Application in the same condition as at the commencement of the period. All equipment, supplies and materials of any kind, used by the Applicant, shall be removed from the premises at termination of the use period.

(4) Applicant shall be responsible for any damage to District property, arising from Applicant's or its users' use of District facilities, and shall promptly reimburse the District for repair or replacement as billed.

- **Insurance.** Applicant agrees to procure and maintain required insurance limits during the life of any approved facility use permit. The Mountain View Whisman School District shall be named as certificate holder. An endorsement page naming Mountain View Whisman School District as an additional insured must accompany the certificate of insurance. The certificate of insurance and the endorsement page must be received at least fifteen (15) calendar days prior to the use of the District facility.

The required limits of insurance are as follows:

General Commercial Liability !

Each Occurrence	\$1,000,000 !
General Aggregate	\$1,000,000 !
Personal Injury	\$1,000,000 !
Fire Damage	\$ 500,000 !
Medical Expenses	\$ 100,000 !

FAILURE TO FOLLOW THESE TERMS OF USE MAY RESULT IN APPROVAL BEING REVOKED AND THE PRIVILEGE OF USING THE FACILITIES WILL BE SUSPENDED. THE PERSON SIGNING THIS FORM ACCEPTS ALL RESPONSIBILITY FOR THE ACTIONS AND TOTAL SUPERVISION OF THE GROUP, SPECTATORS, PARTICIPANTS, ETC. A GROUP THAT HAS BEEN SUSPENDED FROM ANY DISTRICT FACILITY WILL NOT BE ALLOWED TO APPLY FOR USE OF ANY OTHER DISTRICT FACILITY FOR AT LEAST ONE (1) CALENDAR YEAR.