

**UKIAH UNIFIED SCHOOL DISTRICT  
APPLICATION AND AGREEMENT FOR USE OF FACILITIES**

1. Facilities Requested.

School Site: \_\_\_\_\_  
Facility/Room Requested: \_\_\_\_\_

2. Applicant.

Name of Individual/Organization: \_\_\_\_\_  
Name/Title of Person Acting on behalf of Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

Is applicant a non-profit organization?  Yes  No

3. Please indicate exact date(s) and time(s) requested.

One-time Use  Daily Use  Weekly Use  Monthly Use

Month	Date(s)	Year	Day of Week	Time (from/to)	Expected Attendance	% of District Students

4. Event /Program: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will a donation, fee or charge be collected from participants?  Yes  No  
If yes, how will the proceeds be used? \_\_\_\_\_  
\_\_\_\_\_

5. Fees: Applicant understands that direct costs / fair rental value fees will be assessed in accordance with the District's policies and regulations. **An application fee and \_\_\_ % deposit on estimated use fees are due upon submittal of this Application and Agreement for Use of Facilities. Applicant agrees to remit payment in full within \_\_\_ days after District's issuance of an invoice.**
6. Compliance with District Policies and Regulations: Applicant shall comply with District policies and regulations concerning including, but not limited to, the prohibitions against unlawful discrimination and use of tobacco and alcohol on District property. Applicant shall inform its staff and event/program participants that tobacco and alcohol use are prohibited and shall strictly enforce the policy. Applicant shall not make any modifications or alterations to the facilities without the advanced, specific, written authorization of District.
7. Supervision: Applicant shall be responsible for providing adequate personnel to supervise all persons who enter the Facilities during Applicant's authorized use periods.
8. Indemnification: To the fullest extent permitted by law Applicant shall hold harmless, defend and indemnify District, its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of Applicant or its agents, officers, employees, invitees or guests in or about the Facilities, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or

willful misconduct of District. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Applicant or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9. Insurance: Applicant shall maintain insurance as described below:
- a. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000.00 combined single limit for each occurrence.
  - b. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:
    - i. District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of the Agreement for Use of Facilities and this Addendum.
    - ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
    - iii. The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss, except for the sole negligence of District.
    - iv. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
  - c. The following documentation shall be submitted to District on or before the Applicant's use of the Facilities:
    - i. Properly executed Certificate of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
    - ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
    - iii. Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.Failure to timely submit the specified documentation to the place specified in paragraph 2 shall result in termination of this Agreement.
  - d. Applicant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
  - e. If Applicant, for any reason, fails to maintain insurance coverage as required, the right to use the Facilities shall be deemed revoked.

10. Applicant is responsible to repair or replace anything damaged during their use. The District will inspect facility after use to determine damages, if any.

The individual signing below on behalf of Applicant warrants that he/she has read the foregoing terms and conditions, that he/she is authorized to execute this document, and that this document constitutes a legally binding obligation of the individual/organization which he/she represents.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

***For Office Use Only***

\_\_\_ Approved / \_\_\_ Denied By: \_\_\_\_\_ Date: \_\_\_\_\_  
Site Administrator

\_\_\_ Approved / \_\_\_ Denied By: \_\_\_\_\_ Date: \_\_\_\_\_  
Business Office

Estimated Fees: \_\_\_\_\_  
Application Fee: \$25.00 (non-refundable); Deposit: \_\_\_\_\_ (applies toward fees); Date Paid: \_\_\_\_\_, 200\_\_