

**APPLICATION, AGREEMENT, AND PERMIT FOR USE OF SCHOOL FACILITIES
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**

1301 E. Orangethorpe Ave., Placentia, Ca. 92870 Ph. 714-985-8745

Sched. ID # _____
\$50.00 Application Fee
<input type="checkbox"/> Cash <input type="checkbox"/> Check
_____ (Office Use Only)

Contact Name _____ Today's Date _____
 Cell Phone _____ E-Mail Address _____

School/District use of all facilities pre-empts all other facility use. Possession or use of all controlled substances including alcohol and tobacco is PROHIBITED in all Placentia-Yorba Linda Unified School District (PYLUSD) facilities. Vehicles must remain in designated parking areas. Non-payment of previous use/service fees may cause this application to be denied. Please complete all information requested below and carefully read SECTIONS 1 and 2 of this application. (Incomplete applications and applications submitted without the appropriate application fee will be returned and may delay the approval of your request.)

Name or Description of Event : _____
 Organization Name : _____ User Group Classification : A B C
 Website : _____ Are you a 501(c)3 non-profit Yes No Tax ID# : _____
 Billing Address: _____ City/State : _____ Zip : _____
 Billing Contact : _____ Phone : _____ Fax : _____

Application is made by the above User Organization/Individual for the following use:

School Site (One site per application): _____
 Stadium Theater Gym Pool Multi-Purpose Room Classrooms Kitchen
 See Attached Schedule Other _____ Notes: _____

DAY	START DATE	END DATE	START TIME	END TIME	NOTES
Mon					
Tues					
Wed					
Thu					
Fri					
Sat					
Sun					

Describe the nature of your proposed activity/event: _____
 Please list any special equipment you may need: _____

Please answer ALL of the following questions:

What is the nature of your organization? _____ Booster _____ ASB _____ PTA _____
 Are you preparing food or using truck vendors? _____
 Will you collect any type of fee or solicit contributions for the activity/event proposed under this application? ___ Yes ___ No
 What is the fee for people attending your activity/event? \$ _____ daily/weekly/other (describe) _____
 What is the estimated attendance for your activity/event? _____ daily/weekly/other (describe) _____
 What will the proceeds be used for? _____
 Is the general public invited to attend? ___ Yes ___ No How will you advertise? _____

By my signature on this application, I hereby declare my authority to act as a responsible party for the above named User Organization/Individual. I further acknowledge that I have read and agree to comply with all of the terms and conditions as contained in Section 1 and 2 of this Application, Agreement and Permit for Use of School Facilities as described.

Signature of Authorized Representative: X _____ Date: _____

----- Office Use Only -----

Received by _____ Date _____ District Approved by _____ Date _____
Person at site receiving application District - Theatre & Facilities Supervisor

Approved by _____ Date _____ Date of Permit Issued _____
Site Administrator

SECTION 2

FEES: Schedule of fees is reviewed annually. All increases reflect changes in costs associated with direct costs of operations, maintenance and utilities. See PYLUSD-Use of Facilities Fee Schedule.

All groups are charged an hourly rate for services provided by Field Attendants, Custodians, Theater Technicians and Food Services personnel. Group classifications determine placement on the fee schedule. Invoices are based on time requested. Applicants are required to provide written notification to school sites and the District office of any cancellation at least ten (10) business days prior to the canceled event. All previous invoices must be paid prior to future use.

Hereinafter the term "Applicant" shall be used in place and instead of the specific name of the "User Organization / Individual" as contained in the above Section 1 of this Application, Agreement, and Permit for Use of School Facilities

PRIMARY USE

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use of the property for other than public school purposes shall be subordinate to this primary purpose. No bookings will be made which will interfere with any arranged school function. Although intended to be kept at an absolute minimum, school activities necessitating the use of a school previously reserved for a non-school activity may require the cancellation of a permit.

ELIGIBILITY FOR USE

2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-school purposes. They must adhere to the rules and regulations as set forth by the District. In general, the subject matter of such meetings shall pertain to the recreational, educational, scientific, literary, economic, political, artistic or moral interests of the community, or for the discussion of matters of general or public interest. All groups qualifying under provisions of the Civic Center Act are required to comply with applicable city ordinances relating to business and charitable solicitations.
3. Specific restrictions are contained in the laws of the State against the use of school property by subversive groups, for denominational or sectarian purposes, or if the purpose of the meeting is immoral, offensive, or harmful. No group regardless of its character may monopolize the use of school property or interfere with the educational program of the school.

INSURANCE

4. Evidence of continuous valid insurance coverage is to be provided by applicant in an amount no less than \$1 Million per occurrence and \$2 Million aggregate which coverage shall include bodily injury, personal injury and property damage. An Additional Insured Endorsement from the user group naming the Placentia-Yorba Linda Unified School District, it's Board and it's officers, agents, employees, and volunteers as Additional Insured, by separate endorsement. Any insurance maintained by the applicant shall be primary and non-contributory. The insured's name on the endorsement must exactly match the name of the organization/individual making application for facilities use permit. The endorsement must stipulate a thirty (30)-day written cancellation or reduction in coverage as follows: With respect to the interests of the Entity, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. Failure to provide continuous valid insurance coverage at any time during the use of a facility will cause immediate cancellation of the use permit. COPIES AND FACSIMILES ARE NOT ACCEPTED AS EVIDENCE OF INSURANCE.

SAFETY

5. A permit does not necessarily authorize the use of certain District equipment or the use of any student body equipment. Arrangements for the supervision, operation and payment for the use of any special equipment made available shall be made with the school administrator issuing the permit.
6. No structure may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the school administrator issuing the permit. Any use of school facilities for non-school purposes shall comply with all State and local fire, health and safety laws and regulations.
7. Any recreation and school group using a swimming pool must have a qualified Senior Red Cross Lifeguard who holds a Water Safety Instructor's Certificate present during the use of the facility. A copy of the certificate must be provided with the application for use of the facility.

APPLICATION FORM

8. "Application, Agreement and Permit for Use of School Facilities" form can be obtained from the Facilities Use Site Administrator or the District Office.
9. Deadline - All applications must be made at least fifteen (15) business days in advance of the first date requested. Late applications may be denied. Applications will not be accepted more than 180 days prior to the activity date. Applications submitted prior to July 1st for activities occurring in the subsequent school year will be considered received as of 12:01 A.M., July 1st and will be subject to review for consideration of conflicting school activities.

FEE/RENTAL CHARGE

10. The District's governing board adopts a Cost Usage Fee Schedule annually. Any group that qualifies under the Civic Center Act is charged only for the use of items not included under the Civic Center Act or for services beyond the maximums provided. Others are charged in accordance with Cost Usage Fee Schedule established for such uses.
11. PYLUSD RESERVES THE RIGHT TO REQUIRE PROOF OF APPLICANT'S NON-PROFIT TAX NUMBER PROVIDED FROM THE STATE OF CALIFORNIA FRANCHISE TAX BOARD AND ANY OTHER STATE AND/OR FEDERAL AGENCY TO DETERMINE ELIGIBILITY FOR NON-PROFIT RATES.
12. All fees shall be made payable to: Placentia-Yorba Linda Unified School District. PYLUSD reserves the right to collect payment for facilities use and personnel no later than five (5) business days prior to the anticipated use of facility date. Failure to provide determined fees within time period(s) specified on permit and/or invoice may cause permit for continued use to be revoked and any future requests for use of facility may also be denied.
13. Facility rental rates do not include ushers, stagehands, custodial services, cafeteria personnel or other personnel of a similar nature, utilities, and administrative processing fees. A deposit for minimum/full payment of these services is required no later than five (5) business days prior to initial permitted event date. Any fees incurred that exceed the minimum amounts paid in advance will be invoiced after date of use. Applicant agrees to pay any expenses incurred that were unable to be determined at time of approval of this application, agreement and permit.
14. PYLUSD must receive written cancellation notice three (3) or more business days prior to permitted event date, to avoid full charges. Receipt of written cancellation made less than three (3) days prior to permitted event, will result in charges to the applicant as though facility were used. (Any fee adjustments will be made at the discretion of the PYLUSD).

UNAUTHORIZED USES OF ALL DISTRICT PROPERTY

15. While using district facilities (including accesses thereto, walks, porches, lawns, patios, athletic fields, parking lots or rest room facilities) no person, group or organization may engage in the following activities: nor shall any person, group or organization allow any person or event to engage in the following activities:
a. Consumption of alcoholic beverages and/or use of tobacco products.
b. Gambling in any form whatsoever (including lotteries).
c. Use of narcotics or drugs for purposes other than medical and under the prescription of a duly licensed medical physician or practitioner.
d. Fighting, quarreling, abusive language or noise of any kind, which may be offensive to other activities or the neighborhood.
e. Any public meeting or entertainment, which discriminates based upon a citizen's race, religious beliefs, color, creed, gender sexual orientation or handicap.
f. Uses that could result in picketing, rioting, disturbing the peace, or damage to property.
g. The sale of foodstuffs in competition with, or interfering with, school cafeteria operations.
h. A meeting of any group where such use of the facility will be in furtherance of any crime or any act, which is prohibited by law.
i. Other uses prohibited by law. By signing this Agreement, Applicant affirmatively states and confirms that the district facilities will not be utilized for the commission of any act which is prohibited by law, or for the commission of any crime.

Violation of any of the preceding paragraphs shall be grounds for immediate revocation of the facility use permit. In the event of such a revocation, all persons shall immediately vacate the facilities.

RIGHT OF CANCELLATION

16. The District, at its discretion shall have the right to cancel and terminate a permit immediately and without notice upon its discovery of a violation of any term, condition, or provision of the permit on the part of the permittee. Should any such violation occur, the District, at its discretion, shall have the right to deny any future requests by the permittee for the use of any other facilities.

_____ Initials
_____ Date

HOLD HARMLESS/INDEMNIFICATION

- 17. Applicant agrees to defend, indemnify, and hold harmless the Placentia-Yorba Linda Unified School District, its Board of Education and individual members thereof, and all District officers, administrators, employees, agents, and volunteers from and against any and all claims, liabilities, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, from any cause whatsoever arising out of, in connection with, resulting from or related to or claimed to be arising out of, in connection with, resulting from or related to any negligent, wrongful, or willful acts or omissions of the Applicant, its officers, administrators, employees, agents or participants, whether such acts or omissions are authorized by this Agreement or not. Applicant shall pay for any and all damages due to the activities of Applicant on District's property. This hold harmless/indemnification provision shall survive the term of this Agreement and is in addition to any other rights or remedies that District may have under law and/or this Agreement. Applicant further agrees to waive all rights of subrogation against the District.

STATEMENT OF INFORMATION

- 18. Applicant hereby declares to uphold the state and federal constitutions and certifies that applicant does not intend to use school premises to commit unlawful acts.
- 19. Applicant acknowledges that the Use of Facilities Policy and Regulations for the Placentia-Yorba Linda Unified School District have been made available to said applicant.

GENERAL CONDITIONS.

- 20. Organizations affiliated and not affiliated with the District may be required to submit to Administrative Services the following prior to utilizing the District's facilities:
- 21. A list of the names and addresses of their current officers and membership and documentation of their non-profit status, if any.
- 22. A cleanup deposit may be required equaling the estimated cost of cleanup if the use is to be free and the nature of the activity requires extensive cleanup. Administrative Services will determine the refund-ability of all or part of the deposit.
- 23. Organizations, which support school activities, will be required to provide evidence of insurance endorsement for meetings and for activities where the members are serving as volunteers in support of a school-sponsored activity. These groups will also be required to provide evidence of insurance endorsement for fund-raising activities at school facilities when these activities are undertaken independently of school sponsorship.
- 24. PYLUSD reserves the right to have a representative of the District who is employed by the District present on school property whenever an activity is taking place. The designated representative will have the power to enforce applicable rules, regulations and laws and the group shall comply with any directive or order given by the designated representative. Any violations that may occur will be reported to Administrative Services. As a result of any violation, the District may cancel the permit and refuse to accept any further application from the same group.
- 25. School property will not be available to any activity involving the use of live animals of any type, kind or size, nor is straw, hay or any readily combustible material of a like manner to be used in any activity. This prohibition is due to concerns regarding sanitation and fire hazard (exceptions require prior District approval).
- 26. When the general public is allowed to park automobiles in school parking lots, they must park in designated areas in such a manner as to allow clear access for emergency vehicles to buildings and fire hydrants. Parking Lot Permits: All permits for the specific use of district parking lots are issued as "Non-exclusive authorization for use of facility. Other public use may be permitted during this same time frame."
- 27. Juvenile organizations must have adequate adult sponsorship and supervision. Adequate supervision shall be not less than one (1) adult per twenty (20) children.
- 28. All functions shall close by no later than 11:00 p.m. unless special permission is secured in advance. All premises shall be vacated at the time shown on the application. Deviations or departures from this rule shall be cause for cancellation of all future meetings or functions.
- 29. When an application is filed and approved, it is considered to be in effect for the period stated on the use application/permit. No use application/permit may be for a period of more than one (1) year.
- 30. School property must be protected from damage and mistreatment, and ordinary precautions must be maintained. Organizations shall be responsible for the condition in which school facilities and grounds are left. Should school property be damaged or abused beyond normal wear, such damage will be paid for by the group involved and shall be sufficient cause for cancellation of future meetings or functions.
- 31. No alterations shall be made to any school building, nor shall furniture, pianos or District equipment be moved, except by the assigned custodian.
- 32. No alterations or additions shall be made to any District facility or grounds without first submitting a written request describing in detail the proposed change and receiving written approval from the District to proceed. If approval is given, it is the responsibility of the organization to return the facility or grounds to its original condition. Failure to do so will result in the District billing the organization for the costs incurred by the District for complete restoration and will be cause for cancellation of future meetings or functions of the organization.
- 34. All draperies, hangings, curtains, drops and all decorative materials used within or upon the school buildings or grounds shall be made from a nonflammable material or shall be treated and maintained in a flame-retardant condition by means of a flame-retardant solution or process approved by the State Fire Marshall.
- 35. Applicants must respond to any questions of the Administrative Services staff no later than five (5) business days prior to the desired use in order to avoid denial by PYLUSD.
- 36. Administrative Services may request that it be furnished with a written discourse, which the organization intends to present during the course of the planned activity. If this material shows in any way the program will be contrary to any law, rule or regulation, the District may deny the proposed use by the organization.
- 37. PYLUSD reserves the right to deny use of facility for any reason, including but not limited to non-payment or delinquent payment of a prior use or service; mistreatment of facility or personnel; or misconduct of any user, or any user's invited or uninvited guest(s).
- 38. Any organization, which misrepresents itself when making application for a use permit to gain a group classification resulting in a lower charge than said organization would normally bear, may be subject to the following: a) recalculation of fee at appropriate rate; b) additional administrative costs; c) cancellation of current use permit; and d) denial of future use permits.

_____ Initials
_____ Date