# **Colusa Unified School District**

745 10<sup>th</sup> Street Colusa, CA 95932 (530) 458-7791 Fax (530) 458-4030

## **APPLICATION FOR USE OF FACILITIES**

Requesting Organization must get permission from School Site for use. Request must be filed not less than ten (10) calendar days before scheduled use of facility. Site and District Office Approval is required before application approval is complete.

Organization Requesting Facility Use:

Address:				
Organization is requesting use ofRoom, Building, Grounds	at			
Room, Building, Grounds  Date(s) Needed:	Time	Name of School, Community Theatre, District From	t Office To	
Purpose of Use:			·	
Number of Participants:	Non-Profit?	Yes No		
Is an admission/registration fee being charged?  Yes  If yes, what will proceeds be used for?	No			
Equipment Request (chairs, tables, etc. Be Specific about number needed)				
Please plan to arrive early to set up tables and chairs to set-up, if the District is required to do special setup or cl				
If a custodian is not on duty (i.e. nights, weekends, scho to be billed at \$35/hour. If the use occurs on a Holiday, y used at any facility, a Food Service Worker must be on d (\$45/hour for holidays).	you will be charged	\$62.50/hour for custodia	n. If the kitchen is	
A Certificate of Insurance is to be provided along with than an additional insured.	is application. Col	usa Unified School Distri	ct must be named as	
The District reserves the right to charge a \$100 deposit.				
Signature of person in charge of using facility:	Date:			
Approval of Site Administrator approving use:	Date:			
Approval of District Administrator approving use:	Date:			
OF	FICE USE ONLY			
MOT - Building will be opened/closed by:		Telephone #:		
MOT on duty during entire event or just to open/close?	Entire Event	Open/Close Only		
Nutrition Services: Employee assigned to cover event?		Telephone #:		
Nutrition Services Director Signature				
User Group notified by District Office (for District Office Staff Only):				

### Facility Use Fees Hourly Rates

Facility	Non-Profit Organization		Local For Profit Organization		Out of Area For Profit Organization	
Classroom/D.O. Conference Room	\$	5	\$	10	\$	25
Multi-Purpose Room	\$	10	\$	20	\$	50
Gym	\$	15	\$	30	\$	120
Gym and Locker Room	\$	20	\$	40	\$	140
Community Theatre	\$	25	\$	50	\$	120
Football Stadium w/lights	\$	50	\$	100	\$	150
Football Stadium no lights	\$	20	\$	40	\$	120
Softball Fields w/lights (Tennant & Beduhn)	\$	50	\$	100	\$	150
Softball Fields no lights (Tennant & Beduhn)	\$	20	\$	40	\$	120

If custodian is needed: \$35/hour plus Facility Fee listed above
If Food Service Worker is needed: \$25/hour plus Facility Fee listed above

### **Indemnity and Hold Harmless Agreement**

#### IMPORTANT: A CERTIFICATE OF INSURANCE and ADDITIONAL INSURED ENDORSEMENT must be attached to this Application

#### APPLICANT CERTIFIES THAT:

- 1. The Colusa USD facilities and equipment have been inspected by a knowledgeable representative of the applicant and have been found to be in good repair and safe for the activity to be conducted by applicant. Applicant assumes full responsibility for making this determination.
- 2. A sufficient number, appropriate to the activity, of adult supervisors will be present at all times.
- 3. Properly trained and experienced coaches will supervise all athletic activities.

<u>CERTIFICATE OF INSURANCE</u>: Applicant shall provide Colusa USD with a <u>Certificate of Insurance</u>, specifically indicating participant inclusion, and showing that coverage includes comprehensive general liability insurance, including bodily injury, property damage, and auto liability of at least \$1,000,000 combined single limit, and providing for 30 days prior written notice by the insurance company of cancellation in coverage. Applicant shall also provide a separate <u>Additional Insured Endorsement</u> showing Colusa USD as an additional insured.

INDEMNITY AND HOLD HARMLESS AGREEMENT: Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, user agrees at all times to protect, indemnify and hold the Colusa Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees of the Colusa Unified School District free and harmless, and to provide legal defense from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the user's use or occupancy of the Colusa Unified School District's facilities and/or the active or passive negligence of the user or of the Colusa Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- 1. The loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein; or
- 2. The injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitees, and/or employees of the user or of the District or
- 3. Damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the district's facilities.

User further agrees to reimburse the Colusa Unified School District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorney's fees imposed or incurred by the District because of the user's use or occupancy of the district's facilities and/or active or passive negligence of the user or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees.

<u>DECLARATION</u>: User agrees to conform to all the rules and regulations of the Colusa Unified School District. SMOKING, TOBACCO PRODUCTS, ALCOHOL and DRUGS are prohibited on district property.

The undersigned certifies that he/she is authorized by the organization to request use of these facilities and to sign this Indemnity and Hold Harmless Agreement.

In addition to the Indemnity and Hold Harmless Agreement, the following Rules and Regulations apply:

- 1. The enforcement of the rules is the responsibility of the adult in charge, who must be present during the entire period of use.
- 2. Use of tobacco, tobacco products, alcohol and drugs is prohibited on Colusa Unified School District (CUSD) property.
- 3. Use of facility is confined to the area(s) named in the approved application, with appropriate corridor and lavatory facilities.

- 4. CUSD equipment will not be used unless specifically authorized. If authorization is made, the applicant will ensure the timely return of equipment in good condition. CUSD-owned equipment will not be removed from the facility under any circumstances. The applicant will accept liability for injury to any person or property while any equipment is on loan.
- 5. The using group will return the facility to its original arrangement and condition before leaving. If facility is not returned to its original condition, a charge will be incurred for custodial services. Custodial rate is \$25.00/hour.
- The using group agrees to assume financial responsibility for all damages or services and any additional custodial services if required.
- 7. The building must be vacated prior to 10:00 p.m. (unless special permission is granted).
- 8. The applicant will make sure the building is not available to non-authorized individuals during the entire period of use.
- 9. CUSD shall be given 48 hours advance notice of cancellation.
- 10. Animals of all types and kinds, whether or not people are controlling them or have custody of them, are prohibited on all CUSD facilities except as provided below:
  - a) The administrator of the site may grant permission to an applicant who wishes to bring an animal on campus for the purpose of furthering an instructional program of CUSD.
  - b) Properly licensed seeing-eye or hearing-ear dogs accompanying a handicapped participate in an instructional program are uniformly and automatically exempted from this policy.

No group or organization may use CUSD property for purposes that discriminate on the basis of race, color, religion, ancestry, national origin, disability, sex (i.e., gender), or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

The undersigned agrees the aforementioned rules and regulations will be complied with in full. The undersigned further states that, to the best of his/her knowledge, the CUSD's property will not be used for the commission of any act that is prohibited by law. The undersigned declares that the organization, on whose behalf he/she is applying for the use of school property, upholds and defends the Constitution of the United States and the State of California. The using group will be required to include Colusa Unified School District as additional insured on their liability policies.

The undersigned, who is to be in charge of the activity, should be 21 years of age or over. He/she agrees that he/she will be responsible to the Colusa Unified School District for the use and care of said property.

Signature	
Printed Name	
Γitle	
Organization	
Phone Number	
Email Address	
Date	