

FACILITIES USE REQUEST STANDARD TERMS & CONDITIONS
(THESE PROVISIONS CANNOT BE DELETED)

INSURANCE: User agrees to obtain at its sole expense and to provide evidence of liability insurance providing for minimum General Liability coverage of \$1,000,000 and a General Aggregate of \$2,000,000.00 for bodily injury and property damage arising from the use of District's facility, as well as a policy "endorsement", designating the District as an additional insured. Such policy must provide coverage on an occurrence basis. At the request of the district, such liability insurance policy or policies shall name the DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED WITH RESPECT TO ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT. Such coverage for additional insured shall apply as primary insurance. Any other Insurance, or self-insurance, maintained by the District, its officers, agents and employees, individually and collectively, shall be excess only and non-contributing with insurance provided under User's policies. User's insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to the District.

AGREEMENT TO INDEMNIFY : _____ (User) and CENTRAL UNIFIED School District have agreed that CENTRAL UNIFIED School District will permit the User to _____ (Describe use of facility) from _____ to _____ (describe term of agreement). In connection with this agreement, _____ (User) and CENTRAL UNIFIED School District agrees that the User shall indemnify and hold harmless and defend CENTRAL UNIFIED School District and its officers, officials, employees, agents and volunteers, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CENTRAL UNIFIED School District, the User, or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the Use of CENTRAL UNIFIED School District Grounds and Facilities by the User or any of his/her/its officers, officials, employees, agents, volunteers, or invitees. The User's obligations under the preceding sentence shall apply regardless of whether CENTRAL UNIFIED School District, or any of their officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct of CENTRAL UNIFIED School District or any of their officers, officials, employees, agents or authorized volunteers.

USE CHARGE: The governing board of any school district shall grant without charge the use of any school facilities or grounds under its control, when an alternative location is not available, only to those organizations included in items 1-5 of this application and agreement. The foregoing does not apply if such organization is using school facilities for fundraising activities which are not beneficial to youth or public school activities of the district. The School district may charge an amount not to exceed its direct costs for activities other than those specified above pursuant to an adopted policy specifying those activities which shall be charged. If the school district authorizes the use of school facilities grounds by any church or religious organization which has no suitable meeting place for the conduct of the services the district shall charge the church or religious organization an amount not to exceed its direct costs. In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the district or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which charge shall be equal to fair rental value. "Fair rental value is the direct costs to the district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

IMPROPER USE: Any use by an individual, society, group, or organization 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 or of the state by force, violence, or other unlawful means shall not be permitted or suffered. By signing this agreement the undersigned agrees, to the best of his or her knowledge, that 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; and 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. The Board prohibits the use of tobacco products at any time in district-owned or leased building, on district property, and in district vehicles. (Health code 104420; Labor Code 6404.5; 20 USC 6083)

PROTECTION OF PROPERTY: School property must be protected from damage or mistreatment, and each third party user must be responsible for the condition in which it leaves the school facilities or grounds. In case school property is damaged, or must be cleaned as a result of such use, the same shall be paid for or reimbursed by Organization.

Organization agrees to all terms and conditions above, and accepts fees charged for facility use, according to the District Fee Schedule. Information on fees is available in the Business Office. This Agreement is not effective until signed by the Authorized District Representative.

Date: _____

Signature of User (or) Organization's Representative

Name of Organization (if applicable)

Facility