

Orange Center School District  
3530 S. Cherry Avenue  
Fresno, CA 93706  
(559) 237-0437

DRUG, ALCOHOL, TOBACCO FREE CAMPUS

USE OF SCHOOL FACILITIES REQUEST AND AGREEMENT

(Application Must Be Submitted to the District Office Three Weeks Prior to Use)

APPLICATION IS HEREBY MADE FOR THE USE OF SCHOOL FACILITIES SUBJECT TO THE DISTRICTS RULES AND REGULATIONS. THE ORANGE CENTER SCHOOL DISTRICT SHALL BE HELD FREE AND HARMLESS FROM ANY LOSS, LIABILITY OR CLAIM WHICH MIGHT ARISE OUT OF THE USE OF SCHOOL FACILITIES.

DATE SUBMITTED: \_\_\_\_\_ DATE(S) OF USE: \_\_\_\_\_

PERSON REQUESTING FACILITY: \_\_\_\_\_ ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

PURPOSE OF MEETING: \_\_\_\_\_

ROOM(S) REQUESTED: \_\_\_\_\_

TIME OF USE: \_\_\_\_\_ TO \_\_\_\_\_  
(MAY **NOT** BE USED ON SCHOOL DAYS FROM 7:30 A.M. TO 6:00 P.M.)

NUMBER OF PARTICIPANTS: \_\_\_\_\_ IS MEETING OPEN TO THE PUBLIC?

INSURANCE COMPANY: \_\_\_\_\_ POLICY NO. \_\_\_\_\_  
(CERTIFICATE OF INSURANCE REQUIRED)

WILL ADMISSION BE CHARGED OR CONTRIBUTIONS SOLICITED: \_\_\_\_\_ IF YES, WILL NET PROCEEDS BE USED FOR THE WELFARE OF THE STUDENTS OF THE DISTRICT OR FOR CHARITABLE PURPOSES? \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

WILL FOOD/BEVERAGES BE SERVED? \_\_\_\_\_

SET UP:

\_\_\_\_\_ Tables \_\_\_\_\_ Chairs \_\_\_\_\_ Other (Please List)

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Charge: \_\_\_\_\_ No Charge: \_\_\_\_\_

APPROVED BY SUPERINTENDENT: \_\_\_\_\_

MAINTENANCE SECTION: CUSTODIANS NOTIFIED AND SCHEDULED: \_\_\_\_\_

**CHARGES**

CUSTODIAN OPENED: \_\_\_\_\_ CLOSED: \_\_\_\_\_

Hours X \$30.00 \_\_\_\_\_

Hours X \$15.00 \_\_\_\_\_ (Classroom Charge)

TOTAL: \_\_\_\_\_

PAID: \_\_\_\_\_ BALANCE DUE: \_\_\_\_\_

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**HOLD HARMLESS AGREEMENT**

THE ORGANIZATION SHALL TAKE AND ASSUME ALL RESPONSIBILITY FOR THE USE OF THE DISTRICT FACILITIES. THE ORGANIZATION SHALL BEAR ALL LOSSES AND DAMAGES DIRECTLY OR INDIRECTLY RESULTING TO IT OR TO OTHERS ON ACCOUNT OF THE AMOUNT OR CHARACTER OF THE USE OF THE FACILITIES, UNFORESEEN DIFFICULTIES, ACCIDENTS OR ANY OTHER CAUSE.

THE ORGANIZATION SHALL ASSUME THE DEFENSE OF AND INDEMNIFY AND SAVE HARMLESS THE DISTRICT AND ITS AGENTS FROM ALL CLAIMS OF EVERY KIND, NATURE, DESCRIPTION ARISING FROM THIS AGREEMENT AND FROM ANY AND ALL CLAIMS LOSS, DAMAGE, INJURY AND LIABILITY HOWEVER THE SAME MAY BE CAUSED, RESULTING DIRECTLY OR INDIRECTLY FROM THE USAGE OF DISTRICT FACILITIES BY THE ORGANIZATION.

DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

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I HAVE RECEIVED A COPY OF THIS AGREEMENT AND WILL ABIDE BY THE RULES AND REGULATIONS GOVERNING THE USE OF SCHOOL FACILITIES. I UNDERSTAND THAT IF I DO NOT HAVE A SPECIFIC INSURANCE CARRIER AS SPECIFIED ABOVE, I ACCEPT FULL AND COMPLETE RESPONSIBILITY FOR ALL LIABILITY. I AGREE TO PAY ANY CHARGES WITHIN THIRTY (30) DAYS.

\_\_\_\_\_  
(Signature)

**WHO MAY APPLY:**

THE USE OF SCHOOL FACILITIES, WHEN SUCH USE WILL NOT INTERFERE WITH THE CONDUCT OF THE SCHOOL PROGRAM, MAY BE GRANTED FOR NON-SCHOOL PURPOSES TO CITIZENS' GROUPS OR ORGANIZATIONS WHO MAY ENGAGE IN SUPERVISED RECREATIONAL ACTIVITIES, OR MAY MEET AND DISCUSS ANY SUBJECTS AND QUESTIONS WHICH PERTAIN TO THE EDUCATIONAL, POLITICAL, ECONOMIC, CULTURAL, ARTISTIC AND MORAL INTEREST OF THE CITIZENS OF THE COMMUNITY IN WHICH THEY RESIDE.

<b>DEFINITION:</b>	<b>A</b>	<b>B</b>
	Organizations, clubs associations or groups organized for general character building or welfare Purposes.	Other Groups
1. No admission fees are charged and contributions solicited and there are not net receipts or the net receipts are expended for either the welfare of the pupils or the district or for charitable purposes.	May Charge \$30.00 /Hour	May Charge \$30.00 /Hour
2. Admission fees charged, or contributions solicited and there are not net receipts or the net receipts are expended for either the welfare of the pupils of the district or for charitable purposes.	May charge \$30.00 /Hour	Must Charge \$30.00 / Hour
3. Admission fees charged, membership dues collected, or contributions solicited, and the net receipts are not expended for either the welfare of the pupils of the district or for charitable purposes, or the receipts are not used solely for support of the group or the advancement of character building or welfare work of the group. (Ed.Code: 40040-40058)	Must Charge \$30.00 / Hour	Must Charge \$30.00 / Hour
4. Religious or Sectarian Use	Must be Leased:	\$30.00 / Hour
5. Commercial Use	Prohibited	

**MINIMUM FEE:** THERE SHALL BE A MINIMUM FEE OF \$30.00 FOR USE OF FACILITY WHEN CHARGES ARE APPROPRIATE.

**DEPOSIT:** PREPAYMENT OR DEPOSIT SHALL BE REQUIRED PRIOR TO USE OF FACILITIES WHERE A FEE IS APPROPRIATE.

**CLASSROOMS:** AN ADDITIONAL CHARGE OF \$15.00 PER HOUR (PER CLASSROOM) WILL BE ADDED TO THE \$30.00 PER HOUR INDICATED IN A CATEGORIES ABOVE FOR THE USE OF MORE THAN ONE CLASSROOM WHEN APPROPRIATE.

**SUNDAYS, LEGAL AND LOCAL HOLIDAYS:** ORGANIZATIONS, CLUBS, ASSOCIATIONS OR GROUPS FOR WHICH NO CHARGE IS INDICATED SHALL BE ALLOWED FREE USE OF THE ESTABLISHMENT, NOT TO EXCEED FOUR (4) HOURS PER MEETING,

EXCEPT THAT ON ALL SUNDAYS AND LEGAL OR LOCAL HOLIDAYS, AS DESIGNATED BY BOARD CALENDAR, CHARGES FOR ADDITIONAL TIME ON SUNDAYS AND HOLIDAYS SHALL BE FOR CUSTODIAL SERVICE IN ACCORDANCE WITH THE FEE SCHEDULE ABOVE.

RULES AND REGULATIONS  
USE OF SCHOOL FACILITIES

1. NO GROUP, REGARDLESS OF ITS CHARACTER, MAY MONOPOLIZE THE USE OF SCHOOL PROPERTY OR INTERFERE WITH THE EDUCATIONAL PROGRAM OF THE SCHOOL.
2. DRUGS ALCOHOL OR TOBACCO PRODUCTS ARE NOT PERMITTED IN THE BUILDINGS OR ON THE CAMPUS OF THE DISTRICT. NOR SHALL PROFANE LANGUAGE, QUARRELING, FIGHTING OR GAMBLING BE PERMITTED.

VIOLATION

OF THIS RULE BY ANY ORGANIZATION DURING OCCUPANCY SHALL BE SUFFICIENT CAUSE FOR DENYING FURTHER USE OF THE SCHOOL FACILITIES TO THE ORGANIZATION.

3. IF FREE USE IS GRANTED AS PROVIDED IN THE CIVIC CENTER ACT, THE MEETING SHALL BE NON-EXCLUSIVE AND OPEN TO THE PUBLIC.
4. THE PROGRAMS OFFERED IN AND DURING THE USE OF ANY SCHOOL PREMISES SHALL AT NO TIME CONTAIN ANY MATERIAL WHICH MIGHT TEND TO CAUSE BREACH OF THE PEACE, AND WHICH CONSTITUTES SUBVERSIVE DOCTRINE, SEDITIOUS UTTERANCES AND WHICH AGITATE CHANGES IN OUR FORM OF GOVERNMENT OR SOCIAL ORDER BY VIOLENCE OR UNLAWFUL METHODS.
5. NO SECTARIAN OR DENOMINATION DOCTRINE SHALL BE TAUGHT AT THE MEETING FALLING UNDER THE CIVIC CENTER ACT, EXCEPT BY THOSE RELIGIOUS OR SECTARIAN ORGANIZATIONS WHICH LEASE SCHOOL PROPERTY.
6. JUVENILE ORGANIZATIONS MUST HAVE ADEQUATE ADULT SPONSORSHIP AND SUPERVISION. ADEQUATE SUPERVISION IS CONSIDERED TO BE NOT LESS THAN ONE ADULT PER TWENTY (20) CHILDREN.
7. NO LITERATURE SHALL BE ADVERTISED OR OFFERED FOR SALE ON SCHOOL PREMISES AT ANY MEETING UNLESS IT HAS BEEN APPROVED BY THE SUPERINTENDENT OR DESIGNEE.
8. THE PERSON OR GROUP RECEIVING THE PERMIT SHALL BE FINANCIALLY RESPONSIBLE IN CASE OF LOSS, OR DAMAGE TO, SCHOOL PROPERTY AS THE RESULT OF THE MEETING.
9. ALL FUNCTIONS SHALL CLOSE BY 9:00 P.M. UNLESS SPECIAL PERMISSION IS SECURED IN ADVANCE. ALL PREMISES SHALL BE VACATED BY THE TIME SHOWN ON THE APPLICATION. DEVIATIONS OR DEPARTURES FROM THIS RULE SHALL BE CAUSE FOR CANCELLATION OF ALL FUTURE MEETINGS.
10. WHEN CHARGES ARE MADE, SUCH CHARGES SHALL BE PAID NOT LESS THAN FORTY-EIGHT (48) HOURS BEFORE THE TIME OF USE. IF CHARGES HAVE NOT BEEN PAID BY THAT TIME, THE RESERVATION SHALL BE CANCELLED.
11. WHEN AN APPLICATION IS FILED AND APPROVED, IT IS CONSIDERED TO BE IN EFFECT FOR THE CURRENT SCHOOL YEAR ONLY, AUGUST THROUGH JUNE. IF USE OF SCHOOL FACILITIES IS DESIRED FOR A DATE WHEN SCHOOL IS NOT IN SESSION, SPECIAL ARRANGEMENTS MUST BE MADE.
12. SCHOOL PROPERTY MUST BE PROTECTED FROM DAMAGE AND MISTREATMENT AND ORDINARY PRECAUTIONS

MUST BE MAINTAINED. GROUPS SHALL BE RESPONSIBLE FOR THE CONDITION IN WHICH THE SCHOOL BUILDINGS OR CAMPUSES ARE LEFT. SHOULD SCHOOL PROPERTY BE DAMAGED OR ABUSED BEYOND NORMAL WEAR. SUCH DAMAGE WILL BE PAID FOR BY THE ORGANIZATION INVOLVED. THIS SHALL BE SUFFICIENT CAUSE FOR CANCELLATION OF FUTURE MEETINGS.

13. NO ALTERATIONS SHALL BE MADE TO ANY SCHOOL BUILDING, NOR SHALL FURNITURE, PIANOS, STAGE EQUIPMENT OR KITCHEN UTENSILS BE MOVED EXCEPT BY THE ASSIGNED SCHOOL EMPLOYEE.
14. THE ORANGE CENTER SCHOOL DISTRICT WILL NOT BE LIABLE FOR INJURIES INCURRED WHILE USING SCHOOL FACILITIES.
15. ALL DRAPES, HANGINGS, CURTAINS, DROPS, AND ALL DECORATIVE MATERIALS USED WITHIN OR UPON THE SCHOOL BUILDINGS OR GROUND SHALL BE MADE FROM A NON-FLAMMABLE MATERIAL, OR SHALL BE TREATED AND MAINTAINED IN A FLAME-RETARDANT CONDITION BY MEANS OF A SOLUTION OR PROCESS APPROVED BY THE STATE FIRE MARSHAL.
16. NO PREPARATION OF ANY KIND SHALL BE USED ON SCHOOL FLOORS BY GROUPS USING THE BUILDINGS FOR DANCING.
17. SCHOOL PLAYGROUNDS SHALL NOT BE AVAILABLE AT ANY TIME WHICH MIGHT INTERFERE WITH THE REGULAR FUNCTIONS OF THE SCHOOL.
18. KNIVES OR SHARP INSTRUMENTS ARE NOT TO BE CARRIED ON SCHOOL GROUND. FIREARMS INCLUDING PELLET GUNS, BB GUNS, OR SLING SHOTS, ARE PROHIBITED.
19. CUSTODIAL SERVICE IS REQUIRED ANY TIME BUILDING FACILITIES ARE USED EXCEPT FOR THE RECREATIONAL PROGRAMS ESTABLISHED BY THE SCHOOL DISTRICT. FREE CUSTODIAL SERVICES WILL BE PROVIDED FOR THOSE GROUPS QUALIFYING UNDER THE FREE USE PROVISION OF THIS POLICY FOR A MEETING NOT TO EXCEED FOUR (4) HOURS. ANY ADDITIONAL TIME WILL BE CHARGED AT THE RATE INDICATED IN THE TABLE OF CHARGES.
20. RELIGIOUS OR SECTARIAN GROUPS DESIRING TO USE SCHOOL FACILITIES MUST PROVIDE IN A MANNER DESIGNATED BY THE DISTRICT, PROOF THAT THEIR GROUP HAS A FACILITY OF ITS OWN IN THE PLANNING OR BUILDING STAGE. THE MINIMUM ACCEPTABLE BID SHALL BE AS SHOWN IN THE TABLE OF CHARGES.
21. NO SCHOOL FACILITIES USE WILL BE GRANTED ON LEGAL OR LOCAL HOLIDAYS (SCHOOL CALENDAR) UNLESS SPECIAL PERMISSION IS GRANTED BY THE BOARD, AND THEN ONLY BY THE ORGANIZATION USING THE FACILITY ASSUMING ALL OVERTIME COSTS.
22. ALL USERS UNDER THIS AGREEMENT, ARE RESPONSIBLE FOR CLEANING THEIR USE AREA BEFORE THEY VACATE THE GROUNDS. FAILURE TO DO SO IS SUFFICIENT CAUSE FOR DENYING FUTURE USE OF SCHOOL FACILITIES TO THAT ORGANIZATION AND THE ORGANIZATION SHALL BE CHARGED FOR THE LABOR INVOLVED IN RETURNING THE FACILITY TO DISTRICT STANDARDS.
23. SHOULD CUSTODIANS BE AVAILABLE IN THE EVENING, AND A PROBLEM OCCURS WITH IMPROPER BEHAVIOR OR VANDALISM, THE CUSTODIAN HAS THE AUTHORITY TO DISMISS THE ORGANIZATION FROM THE GROUNDS. READMITTANCE WILL OCCUR ONLY AFTER A CONFERENCE IS HELD WITH THE PRINCIPAL OR SUPERINTENDENT REGARDING THE INCIDENT.

USE OF SCHOOL FACILITIES

ORANGE CENTER SCHOOL DISTRICT

FACILITIES USE STATEMENT

The undersigned, \_\_\_\_\_, is duly authorized by \_\_\_\_\_ (*name of organization*) \_\_\_\_\_, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Organization)

Board Approved: November 8, 2017

ORANGE CENTER SCHOOL DISTRICT  
Fresno, California