



CHULA VISTA ELEMENTARY SCHOOL DISTRICT TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES

WAIVER AND RELEASE OF LIABILITY

To the fullest extent permitted by law, Applicant hereby agrees to indemnify, defend, and hold harmless at its own expense the Chula Vista Elementary School District, its Board of Education, the individual members thereof, and all District officers, agents, and employees from any and all claims, loss, damage, liability, cost, expense, suits, verdicts, judgments, costs and liability of any kind whatsoever, including attorney's fees that may arise from or be caused in any way by such use or occupancy of school property. District reserves the right to accept or reject any legal representation Applicant proposes. District agrees to cooperate with Applicant as may be reasonably necessary in the settlement or defense of any such claim. By his or her signature below, Applicant specifically represents that he or she has the authority to execute all provisions contained in this Application and Agreement, including the indemnification, defense, and hold harmless language described in this paragraph. **Applicant agrees to procure and maintain a Comprehensive General Liability Insurance policy with Limits of Liability of not less than \$1,000,000 per Occurrence/\$3,000,000 Aggregate. Such insurance must be on an occurrence policy form and will be considered primary and non-contributory. Prior to using the District's premises, the Applicant must provide a "Certificate of Insurance" naming the Chula Vista Elementary School District (which includes its Board members, officers, agents, and employees) as "Additional Insured." The District reserves the right to revise the above insurance requirements and/or require additional insurance coverage at any time and based on, among other things, the intended use of the facilities.**

STATEMENT OF INFORMATION

The Applicant, in use of the District premises, hereby agrees to observe and obey all applicable laws of this State and the Rules and Regulations of the Board of Education of the Chula Vista Elementary School District including, but not limited to, the information described herein.

The Applicant states that, to the best of his or her knowledge, 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.

The Applicant also states 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 penalty of perjury.

UNDERSTANDING AND AGREEMENT

The Applicant understands that permission for use of school facilities may be revoked without previous notice where conflicting dates have resulted or where the need of the facilities for school purposes has subsequently developed. The Applicant also understands that the District's inability to secure appropriate supervisory personnel when school is not in session may result in the denial, or revocation, of facility use, with little or no notice.

The Applicant agrees to adhere strictly to the time requested and clean up immediately after use, returning any equipment or furnishings used to its original location. The Applicant understands that failure to do so may result in additional fees and/or denial of future use.

TERMS: Fees are payable in advance of use of facilities. Groups using facilities over an extended period of time shall pay monthly in advance. All Facility Use Requests should be submitted at least 14 days prior to first date of use.

RULES AND REGULATIONS

1. Use and occupancy of school facilities may be granted for non-school purposes to citizen groups or organizations which may engage in supervised recreational activities, or may meet and discuss any subjects and questions regarding the educational, political, economic, cultural, artistic, and moral interests of the citizens of the community in which they reside. Such use shall not interfere with any District activity and/or the activities of any other use.
2. Use and occupancy of school property shall be primarily for school purposes. Authorized use or occupancy of the property for other than school purposes shall be secondary and subordinate to this primary purpose. **Priority shall be given in the following order: (a) school or district activities; (b) student body-related activities; (c) public agency activities; (d) nonprofit group or organization activities; (e) local community group activities; and (f) for profit organization activities.** Permits may be revoked without previous notice where conflicting dates have resulted or where need of the property for school purposes has subsequently developed. Permits may be revoked any time upon reasonable notice. District will not be responsible for additional costs incurred by applicant due to rescheduling.
3. Any person applying for the use of school facilities on behalf of any society, group, or organization shall be a member of such applicant group and, unless he is an officer of such group, must present authorization from such applicant group to make such application. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. All meetings must be open to the public.
4. The Applicant shall provide the date of use requested, the hour of opening and closing, the names of the speaker or speakers, the topic of discussion, the title and nature of any entertainment, the name of the organization for which application is made, and the name of the owner, producer, or controlling agency, if other than the applicant.
5. The Governing Board may require the application be furnished reasonably in advance with a complete program, with copies of all speeches and/or addresses and script of an entertainment proposed to be given on school property. If such copy reasonably demonstrates that the program will be in violation of law or of any District rules, the proposed use shall not be permitted. The governing Board may inquire into the facts and may hold meetings at which all interested citizens may appear and present facts in support of, or in opposition to, any proposed use of school property. Any use contrary to or in violation of any law, rule, or regulation shall be grounds for cancellation of the permit and removing the users from the property and shall bar such individual group or organization from further use thereof.

6. Applicant shall accept the District's facility on an "as-is" basis and understands that the District will not make any alterations or improvements to the facility based on the Applicants intended use.
7. No use of school property will be permitted that will result in picketing, rioting, or any other disturbance of the peace, or in damage to the property which will render it unfit for or will interfere with its proper use for school purposes.
8. The Assistant Superintendent for Business Services and Support is authorized to issue all permits for the use and occupancy of school property by authorized individuals, groups, or organizations.
9. Permission will not be granted free for use of building or grounds at which admission is to be charged or collection taken unless the funds so raised shall be used for the welfare of the pupils of the District or for charitable purposes. Fees will be determined by the Assistant Superintendent for Business Services and Support and in accordance with the law.
10. Permission to use school facilities may be given to any religious organization for the conduct of religious services for temporary periods where such organization has no suitable meeting place for the conduct of such services. Fees will be determined by the Assistant Superintendent for Business Services and Support.
11. Each school principal has full responsibility for supervision and management of all property of the school during school hours and is authorized to assign use and occupancy of the property without charge during these hours for school connected and sponsored events and organizations, provided that such meetings are not inconsistent with and in no way interfere with the use of property for school purposes.
12. The District may designate certain facilities that are not available for public use. For example, school offices and facilities used to store confidential information may not be accessed by the public.
13. Upon receipt of notice that a permit has been issued to a non-school agency for use of school facilities, the Assistant Superintendent for Business Services and Support shall designate a District employee to open the building, be in charge during its use, and close the building after the use. The District employee so designated is empowered to take all necessary means to enforce the rules governing use of school facilities. The District employee so designated shall open the building only upon presentation of a valid permit. He or she is authorized to grant use of areas as specified in the permit. In no event shall capacities of rooms be exceeded.
14. Permittees shall be responsible for the condition in which they leave the school building. In case school property is damaged, the cost thereof shall be paid by the Permittees. School furniture or apparatus may not be removed or displaced by any permittee without permission from, and under supervision of, the District employee in charge.
15. All organizations or groups using District facilities shall have adult sponsorship. Adults must be present during the entire period involving the use of school premises. The District does not sponsor Applicant's activities. Applicant agrees to avoid any representations that may lead an observer to believe that the District sponsors' Applicant's activities.

16. All programs requiring student fees shall provide scholarships for deserving children.
17. Applicant agrees to comply with the restrictions related to the use of District facilities, including those described in District Board Policy (BP) 1330 and Administrative Regulation (AR) 1330. While using any District facility, Applicant may not: (a) conduct or allow “hazardous recreational activities” as that term is used in California Government Code section 831.7; (b) use or serve alcohol; (c) or permit the use of nicotine product or any nicotine delivery devices, including, but not limited to, cigarettes and e-cigarettes; (d) use or permit the use of any illegal drugs; (e) use any pyrotechnic device; (f) use any mechanical amusement devices; (g) play any games for money; (h) use trampolines; or (i) bring to or use at the District facility any hazardous material that is regulated by the local, state, or federal government (other than standard and readily accessible cleaning supplies). By his or her signature below, Applicant specifically agrees that he or she has reviewed PB 1330, AR 1330, California Government Code section 831.7, and any and all other authorities related to the use of District property. In the event Applicant’s use requires any permits and/or licenses, Applicant shall obtain those permits and/or licenses at its sole discretion.
18. Applicant agrees that he or she, and not the District, is responsible for the activities and behavior of its group’s members. Applicant further agrees that his or her group’s members will conduct themselves in accordance with all District Board Policies, Administrative Regulations, rules, and all State and Federal laws and regulations. Those members will also treat all District property, including any student property, in a respectful and appropriate manner, and will avoid any harm or injury to that property. Applicant and its group’s members will also safely use all District facilities and conduct themselves in a manner that avoids injury, harm, or altercations with others. Applicant agrees that he or she is responsible for his or her group’s personal property and that the District shall not be liable for any damage or loss and/or loss of that property.
19. Applicant agrees to provide appropriate and safe equipment necessary for any intended use of the District’s facility. Applicant shall also provide properly trained and experienced individuals for any and all intended use of the District’s property.
20. Applicant agrees to reimburse the District for any and all direct costs related to Applicant’s use of facility in accordance with BP 1330 and California Education Code section 38134. Such reimbursement will include, but is not limited to, all utility costs; staff costs, including wages; set up, tear down, and clean-up costs; repair costs, including those related to normal wear and tear and irrigation costs. The District will invoice Applicant for any reimbursement amounts above the fee described herein following completion of the Applicant’s use of the District’s facility.
21. This Agreement may be terminated at any time by the District. The District will provide 30-day advance notice of the termination to Applicant, unless circumstances warrant termination with fewer than 30-days notice. Upon termination, Applicant shall surrender the fee described herein following completion of the Applicant’s use of the District’s facility.
22. Applicant shall comply with any and all applicable anti-discrimination requirements, including those described in BP 4030, which prohibits discrimination on the basis of actual or perceived race or ethnicity, color, religion, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military or veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

23. If any term of this Agreement is deemed invalid, all other terms and conditions shall remain in full force and effect. Any changes to the terms of the Agreement must be in writing. Applicant may not assign this Agreement to any other party without the District's written consent. Nothing in this Agreement is intended to create the relationship of employee, agent, partnership, joint venture, or association between the District and Applicant.

24. California Education Code section 38134 states, in pertinent part:

A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for any injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks, and shall each bear the cost of defending itself against claims arising from those risks.

By submitting a request for facility use, Applicant acknowledges that he/she understands California Education Code section 38134, and recognizes that it may not be waived.