



FACILITY USE REQUEST

Facilities Office
321 Iowa Street
Fallbrook, CA 92028
(Phone) 760-731-5436
(Fax) 760-723-6712

School Requested: _____ Facility Requested: _____ Today's Date: _____

Group Name: _____ Address: _____

Contact Person: _____ E-mail: _____ Phone Number: _____

Type of Event: _____ Number Expected: _____ Date & Time Requested: _____

Special Arrangements Needed: _____

Will admission fee or donation be required of attendees? Yes No

If yes, will net receipts be expended for charitable purposes or for the welfare of the District's students? Yes No

If community group, is the group organized solely for the benefit of children? Yes No

Tax Exempt I.D. # _____ or please attach other appropriate documentation.

Insurance certificate with Endorsements naming school district as Additional Insured Attached Not Attached
(\$1,000,000 liability minimum required)

The undersigned, _____, is duly authorized by _____, 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 restriction 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.

HOLD HARMLESS, INDEMNITY; DUTY TO DEFEND

User agrees to indemnify and hold harmless the Fallbrook Union Elementary School District, its Board of Trustees, officers, agents, employees, representatives from all claims, lawsuits, or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including user or any servant of user, or damage to property of any kind whatsoever belonging, INCLUDING, BUT NOT LIMITED TO SUCH INJURIES, DEATH, OR DAMAGE CAUSE BY THE CONCURRENT ACTIVE OR PASSIVE NEGLIGENCE OF THE SHOOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES, where such injuries, death or damages occurred in, upon, or in any manner by reason of the use of the School District's premises or property contemplated herein.

The duty of user to indemnify and hold harmless as set forth herein shall include the duty to defend as established in section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any such claim against District or its officers, or employees or agents notwithstanding that no adjudication of the underlying facts has occurred, and whether or not user has also been sued.

Signature: _____ Date: _____

(FOR DISTRICT OFFICE USE ONLY)

- Grounds Field Use Calendar
- Certificate of Insurance Free Usage Costs

Custodian Assigned: _____ Vacancy #: _____

Site Approval: _____ Date: _____ District Approval: _____ Date: _____

Rules and Regulations for Use of School Property for Public Purposes and as a Civic Center

- Use and occupancy for school property shall be primarily for public school purposes. Any authorized use of occupancy of the property for other than public school purposes shall be secondary and subordinate to the primary purpose.
- The term "organization" as used in these rules and regulations is defined to mean and include the person, persons, or groups of persons applying for the use of the school property.
- All applications from outside organizations for the use of the school premises shall be referred to the Principal of the school where the property is desired and shall be signed by an officer of the organization. These applications should be filed at least two weeks in advance of the time the use of the premises is desired.
- No use of occupancy of any school property will be permitted if the Governing Board, in the exercise of its discretion, determines that such use or occupancy is prohibited by law, or that such a use or occupancy will interfere with the use of the property for school purposes or that it will result in picketing, rioting, or 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.
- There shall be no smoking in or about school buildings and premises nor shall intoxicants or narcotics be used nor shall profane language, quarreling, fighting or gambling be permitted.
- Whenever the use of school premises without a service charge is permitted it is understood that there will not be an admission fee charged, no soliciting of funds, no free-will offering nor sale of literature by the organization using school facilities and that the meeting shall be nonexclusive and open to the public.
- All individuals, groups or organizations in their use or occupancy of school property shall comply with all applicable laws, rules and regulations. 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.
- Permission to use school facilities will be granted in accordance with a schedule of charges adopted by the Board of Trustees from time to time. Copies of the same may be obtained on application.
- All applicants using school facilities must comply with Title IX (that portion of the Educational Amendments of 1972 that forbids discrimination on the basis of sex in educational programs or activities which receive federal funds.) It will be necessary for the applicant to certify that they will comply with the Title IX regulations.
- The use of school fields by outside organizations shall not be permitted on Sundays, except by special permission from the Superintendent or designee.
- Service or sale of food or refreshments will not be permitted in auditoriums nor will the vending or sale of any article be permitted at any use or occupancy of the school property for civic center purposes without prior approval.
- Dates of non-school use and occupancy may be reserved with the School Principal for a period of not to exceed ten (10) days. The applicant must confirm the date before the expiration of the time limit by written application and where a fee is to be charged, payment of a deposit of fifty percent (50%) of the total charge must be made. The full fee must be paid seven (7) days prior to the date of use. Deposits may be applied to the fee in case of a change of date for an event but are not refundable if the permit is cancelled. Reservations will automatically be cancelled at the expiration of ten (10) days if proper application and payment are not received. Extension of the ten-day period may be made only in exceptional cases.
- There shall always be a school employee on duty when school premises are being used by outside groups. The school office shall assume no responsibility for mail and shall not permit the use of the school telephone for long distance phone calls by members of the group or organizations renting school premises. It shall be the duty of this employee to see that these rules and regulations are enforced and to report any violation or attempted violation to the proper authorities. Whenever the Principal finds that these rules and regulations have been violated he/she shall revoke such permit or permits-to-us as have been given to the organization in question and shall refuse to give further permits to them.
- User agrees that it shall exercise reasonable care in its use of the facilities, shall reasonably maintain those facilities, and shall return the facilities to District in the same condition as they were received. User agrees that it shall be responsible for and shall pay to repair or replace any facilities damaged or destroyed in connection with use of same, regardless of fault or lack thereof.
- User understands and agrees that the Fallbrook Union Elementary School District makes NO REPRESENTATIONS or WARRANTIES as to the repair or condition of the facilities which lessee is entitled to use hereunder, and user TAKES SUCH PROPERTY AND FACILITIES AS IS. The parties further agree that it shall be user's obligation, not district's to assure that the property and facilities are in a proper and safe condition to be used for the purpose anticipated herein; that it shall be user's obligation and duty, and not District's, to inspect such property and facilities before they are used and to take reasonable steps to prevent injury to person or property; and that in the event such injury does occur, any claim arising shall trigger user's indemnity and defense obligations hereunder.
- In consideration of the benefits provided hereunder, user hereby agrees that neither it, its successors, assigns, nor anyone acting on its behalf will make a claim against or sue the District, its trustees, officers, employees, or volunteers for personal injury, death or property damage resulting from the condition of any District facility or any of its officers, employees, or volunteers which cause or contribute to any such injury or damage. The parties agree that this covenant shall include claims for equitable indemnity.
- User agrees that all adults working with children in this group have cleared fingerprinting within the past 18 months (i.e., have no felonies and no Megan's Law offenses on their records).

I UNDERSTAND AND AGREE TO EACH OF THE FOREGOING CONDITIONS.

User of Authorized Representative: _____ Date: _____