

## **Coronado Unified School District**

### Terms of Use

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#### **Application for Permit to Use School Facilities and Equipment**

The Applicant hereby requests use of a facility ("Facility") owned by the Coronado Unified School District ("District"). This application must be returned to the District at least 7 business days prior to the date of use of the Facility. Cancellation and changes must be submitted 48 hours prior to use of the Facility for return of fees paid hereunder.

#### **I. STATEMENT OF INFORMATION**

The undersigned states that, to the best of his or her knowledge, the Facility 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;

That the organization on whose behalf he or she is making application for use of the Facility, 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 undersigned states that, to the best of his or her knowledge, the Facility for the use of which application is hereby made will not be used for the commission of any act that is prohibited by law, or for the commission of any crime including, but not limited to, the crimes specified in Sec. 11460 of the California Penal Code, and declares under penalty of perjury that the foregoing is true and correct.

Any person applying for use of a Facility on behalf of any society, group or organization shall be a member of such applicant group and, unless he or she is an officer of such group, must present authorization from such applicant group to apply. (Sec. 40005 Ed Code)

The undersigned acknowledges that the District is not responsible for any equipment, personal or real property that is left on District premises. Storage of personal or real property is at the sole risk of Applicant. If vandalism or theft occurs, Applicant acknowledges that the District is not responsible for replacing or reimbursing the value of any items that are damaged or stolen.

If this application is approved, the Applicant, in use of the Facility under the same, hereby agrees to observe and obey all applicable laws of the State of California, and the rules and regulations of the District regarding such use of the Facility. (PLEASE READ INSURANCE REQUIREMENTS AND RULES AND REGULATIONS.)

**HOLD HARMLESS:** To the fullest extent of the law, the Applicant will defend, indemnify, hold harmless and reimburse the Coronado Unified School District (including its officers, board members, agents, and employees), from all claims, demands, suits, actions, penalties, and

damage expenses, for liability of any kind, including attorney fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of the Applicant, the Applicant's indemnity obligation exists only to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Applicant, or the fault of the applicant's agents, representatives or subcontractors, contributed to or caused such damage, whether or not such incidents are contributed to or caused in part by Coronado Unified School District.

**INSURANCE:** Applicant shall maintain in force for the duration of this agreement a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregated naming the District, its employees, officials, board members, and agents as an additional insured as respects to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own. If the District requires Professional Liability coverage, the terms, conditions, and limits must be approved by the District's Risk Manager. Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract by the DISTRICT. The certificate and additional insured endorsement must be uploaded to the applicant's Facilitron reservation. Applications for use of a Facility will not be approved until the certificate and additional insured endorsement are provided in accordance with the above requirements and has been reviewed and accepted. For questions regarding insurance, please call the District Office at 619-522-8900, Ext. 1016.

**Subcontractors:** The applicant shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the applicant in this contract. The applicant shall require certificates of insurance from all subcontractors as evidence of coverage and will supply such certificates to the District. Applicant shall indemnify, defend, and hold the DISTRICT harmless from all claims of subcontractors.

## **II. AFTER-SCHOOL PROGRAM FACILITY USERS:**

This Section II applies to applicants conducting an After School Program, as designated by the District, at a requested Facility. District will acknowledge After School Programs as such upon acceptance of any such application. After School Program applicants shall, at their own expense, provide proof of commercial general liability insurance in the amount of at least \$1 million per occurrence (\$2 million aggregate). Applicant will also be required to provide proof of abuse/molestation insurance in at least the minimum amount of \$25,000 per occurrence (\$50,000 aggregate) and provide an additional insured endorsement for general liability naming the District, its employees, Board members, officers, agents, and volunteers as additional insureds. Insurance must be sent to the Business Office (Coronado Unified School District, Attn: Business Services, 201 Sixth St., Coronado, CA 92118) two weeks prior to facility use. For questions regarding insurance, please call the District Office at 619-522-8900, Ext. 1016.

After School Program applicants shall make certain that any and all volunteers, employees, and/or subcontractors/independent contractors hired by Applicant are insured in accordance with the insurance requirements listed above. The District must be listed as certificate holder and the certificate of liability insurance and additional insured endorsement must name the District, its employees, Board members, officers, agents, and volunteers as additional insureds. If any volunteer, employee, subcontractor/independent contractor's insurance coverage does not comply with the foregoing provisions, the Applicant shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.

After School Program Applicant agree to procure and maintain in full force and effect workers' compensation insurance covering his or her employees and agents while these persons are participating in the activities. In the event a claim under the provisions of California Workers' Compensation Act is filed against the District by a bona fide employee of Contractor, applicant agrees to defend and hold harmless the District from such claims. Applicant shall, at his or her expense, provide proof of workers' compensation insurance. If the Applicant does not have employees and is exempt from procuring workers' compensation insurance, applicant must submit a letter to the District stating this fact.

**FINGERPRINT CERTIFICATION.** In accordance with Education Code 45125.1, After School Program Applicants shall conduct a criminal background check of all persons who will be providing or assisting with After School Programs on District property. Upon receipt of those checks, Applicant will certify to the District that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). Applicant shall submit a fingerprint certification form to the District with a list of names of individuals who are cleared to work with the students.

After School Program facility requests will not be approved until all applicable fingerprint certifications have been reviewed and accepted. For questions regarding insurance, please call the District Office at 619-522-8900, Ext. 1016.

### **III. CORONADO UNIFIED SCHOOL DISTRICT'S RULES AND REGULATIONS FOR USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSE AND AS A CIVIC CENTER**

1. Use or occupancy of school property shall be primarily for public school purposes. Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose.
2. Use of school property can be requested for the purposes specified under the California Civic Center Act, Education Code Sections 38130-38139.
3. No public meeting or entertainment held on District property will be permitted to discriminate in any way upon the citizens of the United States because of their race, color, creed or other immutable characteristic protected by law.

4. No use or occupancy of any Facility 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 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 that will render it unfit for, or, will interfere with its proper use for school purposes.
5. The Governing Board may inquire into the facts, and all interested citizens may appear and present facts in support of, or in opposition to any proposed use of any District property.
6. All groups or organizations, in their use or occupancy of District 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 any permit for use of a Facility granted hereunder. Applicant shall be removed from District property and the District shall bar such group or organization from further use thereof.
7. The principal assigned to a school has full responsibility for supervision and management of all District property of that school during school hours, which extend generally from early morning to late afternoon. Such principal is authorized to assign use and occupancy of the property without charge during these hours for school-connected organizations, provided that such meetings are not inconsistent with and in no way interfere with the use of the property for District purposes.
8. The Deputy Superintendent, Business Services, or his/her designated representative, is authorized to issue all permits for the use or occupancy of District property by authorized groups or organizations during non-school hours, and by all groups or organizations in addition to those named in Rule 7 during school hours. If the District employee who receives any application shall have any question as to the availability of the building or the propriety of the requested or proposed use, they shall not issue any permit but shall refer the application to the Board of Education for its consideration and action. The applicant, in his/her application, shall state the names of the speaker or speakers, the topic of discussion, the title and nature of the use, and the name of the owner, producer, or controlling agency if other than the Applicant.
9. When a fee is levied for use of a Facility, permission to use a Facility will be granted in accordance with a schedule of charges provided to the Board of Education, representing Direct Costs of the District pursuant to Education Code section 38134(g)(1).
10. Use, consumption, sale, distribution or possession of alcoholic beverages and tobacco products are not permitted on District property or in District vehicles.
11. District furniture or apparatus may not be removed or displaced by any Applicant without permission from and under the supervision of the District employee in charge.
12. District property shall be protected from any damage or mistreatment. Applicant shall be responsible for the condition in which they leave the Facility, fixtures, and other movable property thereon. In case District property is damaged, the cost of replacement shall be paid by the Applicant.
13. Upon receipt of notice that a permit has been issued to an Applicant for use of a Facility, the principal or designee in charge of the school site shall assign a regular employee to supervise and

