

Tustin Unified School District

GENERAL USE OF SCHOOL FACILITIES REQUIREMENTS

- All requests for the use of school facilities must be submitted via the online form provided by the District by an authorized agent of the requesting organization. Requests should be submitted at least three weeks in advance of the desired starting time. For Sunday use, applications must be submitted five weeks in advance for Board approval.
- Permission to use school facilities will be granted in accordance with a schedule of fees adopted by the Board of Education. Any group that qualifies under the Civic Center Act is charged only for the use of items not included under the Civic Center Act or for services beyond the maximum provided. Others are charged in accordance with the Table of Charges established for such uses.
- Whenever use of school premises without a facility fee is permitted, it is understood that there will be no admission charge, no soliciting of funds, no freewill offerings, nor sale of literature by the organization using the facilities, and the meeting shall be non-exclusive and open to the public. Fund raising activities by school-related groups are exempt from this rule.
- Fees shall be paid by check, made payable to Tustin Unified School District and transmitted in accordance with these regulations to Tustin Unified School District, Facilities Office, 1302 Service Road, Tustin, CA 92780.
- All organizations or groups seeking use of school premises must designate an individual who shall be held responsible for the group or organization, and who shall be the person with whom the use of school facilities is arranged.
- The Board of Education may request that it be furnished with a written discourse which the organization intends to present during the course of the planned activity. If this material shows in any way the program will be contrary to any law, rule, or regulation, the Board may deny the proposed use by the organization.
- No structure may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the school administrator.
- Persons or organizations using school premises which include stage equipment shall not be permitted to remove or displace furniture or apparatus, including lights, curtains, or ceiling pieces except with permission and under supervision of the Director of Maintenance and Operations.
- Any organization, club, or association using the Tustin Unified School District buildings and/or grounds under these rules and regulations for activities will furnish \$1,000,000 liability insurance, naming the District as additional insured. See insurance requirements.
- School facilities or property will not be available for any entertainment involving the use of live animals of any type, kind or size, nor is straw, hay or any readily combustible materials to be used in any activity.
- Use of school property shall be under the supervision and control of a duly authorized representatives of the Board of Education. It shall be his duty to see that these rules and regulations are enforced and report any violation to the District Superintendent. As a result of any violation(s) the Board of Education may cancel the permit and refuse to accept any further application from the same group.
- No booking will be made which will interfere with any arranged school function. Although intended to be kept at an absolute minimum, school activities necessitating the use of a school facility previously reserved for a non-school activity may require the cancellation of a permit request.
- A permit request for use of school facilities does not authorize the use of any audio-visual or student body equipment or the use of School District furniture and equipment which may or may not be the usual accessory of the facility requested.
- No person, group or activity may engage in the following: smoking on any school grounds; consumption of alcoholic beverages, use of narcotics/drugs; fighting; quarreling; abusive/profane language; or noise of any kind which may be offensive to other activities or the neighborhood.

- California law provides that it is illegal to aid or abet in the unlawful sale, use or exchange of anabolic steroids, testosterone, and human growth hormone.
- With the exception of advance permission to school related organizations, service or sale of food or refreshments will not be permitted on school property for Civic Center purposes except in cafeterias and in middle school multi-purpose rooms, nor will the vending or sale of any article be permitted.
- When food service in a cafeteria or the use of a kitchen is desired, arrangements must be made through the Director of Nutrition Services.
- No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. No privilege of using the building or grounds shall be granted for a period exceeding one year. The privilege is renewable at the discretion for the Board at any time.
- Use or occupancy of school property for temporary periods will be permitted for or in aid of any religious purpose only in conformance with the applicable provisions of the California Constitution and the California Education Code Section 40041.5 and 40043.
- School property must be protected from damage and mistreatment and ordinary precautions for cleanliness maintained. Groups shall be responsible to leave the school premises in the same condition as they received them. In cases where school property has been damaged beyond normal wear, the same shall be paid for by the organization involved.
- The applicant shall have in his/her possession a copy of the permit at all times while on the District site.
- Any exceptions of these policies must be approved by the Board of Education.

FACILITY USER'S DUTY TO INSPECT, WARN, AND RECTIFY: FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is using, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER agrees to be responsible for determining that the facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER agrees to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injury to property and persons. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.

FACILITY USER'S AGREEMENT TO HOLD HARMLESS DISTRICT AND PROCURE INSURANCE: FACILITY USER agrees to hold harmless the district, its school board, employees, and agents from all liability for personal injury, bodily injury, contractual liability and damage to property sustained arising out of the activities of the FACILITY USER or those of its officers, employees, agents, or invitees whether such act is authorized by this agreement or not; and FACILITY USER shall pay for all loss or damage to the property of the District. District assumes no responsibility for any property placed on the premises. FACILITY USER further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence of the District, its officers, employees, or agents.

FACILITY USER shall procure and maintain for the duration of their use of Tustin Unified School District (TUSD) property insurance against claims for damages to property or injury to

persons which may arise from or in connection with use of said facilities by users, their guests, agents, representatives, employees or subcontractors.

All facility users are required to provide a Certificate of Insurance and a signed Additional Insured Endorsement

On the Certificate of Insurance:

- Evidence of general liability coverage must indicate \$1 million per occurrence for property damage and \$1 million per occurrence for bodily injury
- A brief description of the activity/event must be indicated in the description of operations section
- Tustin Unified School District, 300 So. C St., Tustin, CA 92780 must be listed as the certificate holder
- Evidence of automobile liability insurance with limits of \$1 million covering any auto, hired, or non-owned autos, if facility user drives during use of TUSD property
- Facility users with employees must present a certificate of insurance evidencing their workers compensation coverage. TUSD requires evidence of workers' compensation coverage providing statutory limits and employers' liability limits of \$1 million. Workers compensation insurer agrees to waive all claims against TUSD.

On the Additional Insured Endorsement:

- Tustin Unified School District, it's officers, agents, employees and volunteers must be listed as additional insured on a separate endorsement page for general and automobile liability insurance requirements. This endorsement page is required.

Additional Insurance Requirements:

- Insurance is to be placed with insurers with a current A. M. Best rating of not less than A:VII, unless otherwise acceptable to TUSD. Does not apply to self-insured users.
- Insurance coverage afforded by these policies shall be primary to that of the TUSD and any insurance or self-insurance shall be excess of the facility user's insurance and shall not contribute with facility user's insurance.

IN ACCORDANCE WITH EDUCATION CODE SECTION 16564-16566, THE FACILITY USER ACKNOWLEDGES 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 THE FACILITY USER 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.

By checking the box below, the FACILITY USER agrees to all of the terms and conditions stated above. FACILITY USER further acknowledges and agrees to abide by all rules and regulations and policies as set forth on this application which governs the use of the District's facilities and the conduct of all meetings. FACILITY USER further

acknowledges that facility use is contingent upon full compliance with these rules as well as any site rules specified by the site administrator.

THE TUSTIN UNIFIED SCHOOL DISTRICT PROVIDES A HEALTHY TOBACCO-FREE ENVIRONMENT AND REQUESTS PATRONS REFRAIN FROM USING ANY TOBACCO PRODUCTS ON SCHOOL DISTRICT PROPERTY.

Changes to this facility use request must be requested in writing at least three business days prior to event.

Changes will not be made on the day of the event.