

**CAPISTRANO UNIFIED SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR THE USE OF SCHOOL PROPERTY**



Facility User agrees to the following **facility use terms and conditions**.

General Conditions for Facility Use

By submitting this request (Agreement), the legal agent/representative of such organization, group or individual (Applicant) hereby agrees to abide by all of the facility use conditions and regulations and any waivers contained herein. **Furthermore Applicant agrees to defend, indemnify, and hold harmless the District, its Board, officer, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property, including loss or theft of District property, sustained or claimed to have been sustained arising out of Applicants use of facilities, whether such act is authorized by this Agreement or not; District assumes no responsibility whatsoever for any property placed on the premises. Applicant further agrees to waive all rights of subrogation against the District. The provisions of this section does not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.** The Capistrano Unified School District endorses the philosophy that when schools are not in session, their school facilities (inclusive of school grounds) should be used by the public for meetings and public activities and actively cooperates and assists such groups in these endeavors where reasonable supervision exists. The Education Code provides that every school is a civic center when not being used for school purposes. Each application containing a description of the intended use of the facilities is provided to District employees as guidelines in determining appropriateness of use of school facilities and whether or not the proposed activity meets district standards.

1.0 APPLICATION PROCESS

- 1.1** The completed online facility use permit application shall be submitted to the school administrator of the school facility desired. The automated application is the form and document which allows the school administration and the applicant to arrive at a complete and equitable understanding of what their desires are regarding the use of school property. Therefore, it is of the utmost importance that the applicants insert all information pertinent to the planned activity and review the rules and regulations of the application.
- 1.2** When an application shows irregularities that the school administrator believes are unusual, the site administrator shall notify the Superintendent, or designee, who shall review the application. The Superintendent, or designee, will notify the applicant of the time and place for an in-depth review and extend to the applicant an invitation to answer questions regarding the application.

- 1.3 The Superintendent, or designee, under the authority of the Board, may deny the use of or cancel any permit for use of school facilities to anyone or any organization if the activity negatively reflects upon any citizen because of race, creed, color, marital status, veteran status, sex, sexual orientation, gender identity, national or ethnic origin, age or disability.
- 1.4 The Board may request, through the Superintendent, or designee, that it be furnished with a written discourse which the organization intends to present during the planned meeting or activity. If this material shows itself to be in any way contrary to any law, rule, Board policy, or regulation of the District, the Superintendent, on behalf of the Board, may deny the proposed use by the organization.
- 1.5 Applicants using school property or facilities must comply with all existing laws, rules, and regulations pertaining to the use and occupancy of school facilities.
- 1.6 After school facility use approval, the school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition causing a disturbance or pose a safety hazard.
- 1.7 All applications should be directed to the school administrator of the facility, not less than ten (10) days before a desired use is to take place.
- 1.8 Any group using an auditorium or stage area shall not disturb, move or change any existing equipment, except with the permission of the designated school personnel.
- 1.9 When special activities take place which require extra equipment, such as television lines, etc., the District administration may require, in addition to fees, additional cash deposits to ensure removal of the equipment and to cover the cost of damage caused by the use of such equipment.
- 1.10 The officers of the group are responsible for cleaning and returning the facilities to the same condition they were received by the closing time designated on the permit. Groups exceeding allocated times of closure will be assessed a fee sufficient to cover excess service costs, as determined by the fee schedule.

2.0 GENERAL REGULATIONS

- 2.1 Proof of comprehensive general liability insurance coverage for \$1 million and the appropriate "Hold Harmless" agreements will be required as determined by the Maintenance & Operations Department (the District reserves the right to amend the limits as needed).

- 2.2 A Certificate of Insurance and an Additional Insured Endorsement, naming Capistrano Unified School District, must be on file with the District prior to the activity. A 30-day Notice of Cancellation of insurance coverage is required.
- 2.3 Fees will be charged based on current fee schedules and conditions adopted by the Board of Trustees.
- 2.4 To receive Use of Facilities benefits, Group A, B, or C applicants must agree that:
 - 2.4.1 Their organization will not discriminate against any person based on disability, race, ethnicity, nationality, gender, sexual orientation, or religion.
 - 2.4.2 For an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.
 - 2.4.3 Modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program must be made on an individual basis.
- 2.5 Applicants shall not make additions, alterations, or repairs to facilities, equipment, or grounds without the written approval of District personnel. If the proposed change is deemed in writing to be beneficial, the proposed change shall be treated as a gift to the District and processed according to Board policy.
- 2.6 Applicants shall not use the District's computer network and Internet access is prohibited. These resources are to be used only by employees and students of the District.

3.0 USE OF SCHOOL PROPERTY

3.1 Furniture and Equipment

- 3.1.1 Furniture normally kept in the multipurpose or multiuse room will be available for use by approved organizations without a special permit.
- 3.1.2 Any additional equipment must be obtained through arrangements with the principal's office and be noted on the application form.
- 3.1.3 In the event additional equipment is used, the group must furnish its own operator and present evidence to the principal of competence in operating such equipment.
- 3.1.4 Any special furniture or equipment setups or unique requests will be assessed at fee schedule rates.

3.2 Loan of Furniture and Equipment

- 3.2.1 The loan of school furniture or equipment to individuals for personal or private purposes is prohibited.
- 3.2.2 Requests for approval to remove equipment from school premises must be submitted via application to the Maintenance & Operations Department.

3.3 Damage to School Facilities and Grounds

- 3.3.1 To protect school facilities and grounds from damage and mistreatment, applicants shall take such precautions as necessary to return school property clean and in good working order.
- 3.3.2 Applicants shall be responsible for maintaining and returning school facilities to the District in the same condition in which they were received.
- 3.3.3 Applicants agree that in cases where a school facility has been damaged or abused beyond normal wear, costs for such repairs will be the responsibility of the applicant.

3.4 Decorations

- 3.4.1 Any decorations or adornments shall be erected in a manner in which it does not disrupt, damage, or destroy school facilities.
- 3.4.2 All decorations shall be removed at the conclusion of the activity.

3.5 Use of Stage Equipment

- 3.5.1 Use of stage areas requires full details of equipment needs on the application form.
- 3.5.2 Applicants whose permit includes the use of stage areas and equipment must either be cleared by appropriate staff personnel or pay District staff appropriately for their operation.

3.6 Safety

- 3.6.1 The number of people admitted or seated within school property shall not exceed the regular capacity established in the California Safety Code. At no time may occupancy exceed posted occupancy rates.
- 3.6.2 Any equipment or props brought onto school facilities by approved organizations shall be fire retardant and meet all health, safety, and fire codes.

3.7 Outdoor School Grounds Utilization

- 3.7.1 Operation of equipment or activities which constitute a hazard or public nuisance, e.g., flying of motorized model airplanes, are prohibited.
- 3.7.2 Power-driven vehicles shall not be operated on playgrounds or hard surface play areas, except as is necessary by school personnel in carrying out their assigned responsibilities.

3.8 Specially Equipped Areas

- 3.8.1 Areas such as gymnasiums, weight rooms, tennis courts, computer labs, industrial arts areas, science rooms, etc., will not be available unless the applicant demonstrates satisfactory competency to control and protect school facilities, equipment, and furnishings.
- 3.8.2 Specially equipped areas must be under the supervision of a District employee.
- 3.8.3 Unauthorized use of equipment or entry to other sections of the campus or building may result in immediate cancellation of permitted use.
- 3.8.4 Appropriate apparel, footwear, and eye protection must be worn as dictated by the specialty area occupied.
- 3.8.5 Applicants using specialty areas shall immediately report all equipment failures and damage to school facilities to the District supervisor. In cases where such damage or failure is a result of the activities of the applicant, the applicant shall assume full responsibility for repairs.
- 3.8.6 Eating or drinking in carpeted areas or any specialty areas is prohibited.

3.9 Movement of Large Equipment

- 3.9.1 Large equipment items, e.g., pianos, shall not be moved from area to area without prior approval.

3.10 Buses

- 3.10.1 School buses are available for recognized groups at a rate determined by the Transportation office.

3.11 Kitchen Facilities

- 3.11.1 An applicant may use kitchen/cafeteria facilities, at a fee schedule determined by the Board, pending consultation with the Director, Food & Nutrition Services, to determine appropriateness of use and to determine if Food Services personnel are necessary to protect school facilities or facilitate the event.

3.12 Rest Rooms

3.12.1 Any activity using interior school facilities for two hours or more or outdoor school grounds for three hours or more must have restrooms available at a scheduled fee.

3.13 Air Conditioning

3.13.1 Applicants must request the use of a school's central air conditioning system on the online facility use permit application. Energy Management System schedules will be set based on requested and approved times and areas of use.

4.0 APPLICABLE ADDITIONAL REQUIREMENTS

4.1 The Federal government considers that Group A and B applicants are receiving considerable assistance from the District and therefore must abide by all applicable Federal regulations.

4.2 Furthermore, to receive the benefits of the Group A or B fee schedule from the District (significant assistance), the applicant must agree that:

4.2.1 They will not discriminate against any person based on disability, race or ethnicity, nationality, gender, sexual orientation, or religion.

4.2.2 Where necessary and for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.

4.2.3 The modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program or an undue burden, must be made on an individual basis.

4.3 No booking will be made which will interfere with any school function since school activities necessitate the use of school facilities. Previously reserved non-school activities may, of necessity, require cancellation.

4.4 The District will require the applicant to furnish comprehensive general liability insurance.

4.5 All fees shall be paid in a manner approved by the District. Organizations, groups, or individuals shall not make any payment directly to any school employee or make any individual arrangements with employees as to service charges.

- 4.6 Rental rates do not include ushers, stagehands, cafeteria personnel, or other personnel of similar nature, but do include utilities and limited custodial services.
- 4.7 All hours that the facilities are utilized will be billed at rates approved by the Board.
- 4.8 Every applicant entity shall submit qualifying documentation and submit to a District audit if requested.
- 4.9 Use of Promoters for Fundraising Events**
- 4.9.1 Promoters must complete the online facility use permit application and obtain a permit from the District.
- 4.9.2 Promoters must obtain a letter from the school or booster groups that an agreement has been reached between the promoter and the school/booster group regarding a satisfactory percentage of the activity's profits to be donated for the benefit of the District and/or its students. The percentage to be donated should be stated. The promoter must submit this letter to the District. When such evidence has been provided, the promoter will not be charged for the use of the facility.
- 4.9.3 Promoters must pay the following costs:
- (1) Any cost incurred by the District as a result of the activity including, but not limited to custodial overtime, extra custodians, cleanup, and repairs not done by the promoter.
 - (2) The commercial rate, specified in the current fee schedule adopted by the Board of Trustees, when admission fees or contributions are not expended for the welfare of the District and/or its students, or for charitable purposes, and a promoter or paid entertainer participates in the proceeds.
- 4.9.4 Provider must provide evidence of liability insurance in the amount specified by the District.

5.0 FEE WAIVER

California law mandates that at least direct costs be charged to churches and religious organizations and fair rental value be charged to commercial entities. Using its sole discretion but under no compulsion, the District may waive direct costs to nonprofits, youth-serving groups, and public entities.

6.0 CANCELLATION

6.1 Cancellation by District

6.1.1 The District reserves the right to cancel non-school activities in favor of school activities whenever conflict arises. The school district will notify renters of the cancellation as soon as possible. In the event of an inclement weather cancellation by the District, District staff will attempt to accommodate a reschedule. If the District cancels for a non-weather-related reason, any deposits made towards the event will be returned.

6.2 Cancellation by the Renter

6.2.1 Cancellation of scheduled facility use must be reported to the District as soon as possible, preferably at least 7 days in advance, to ensure timely cancellation of custodians or other employees and to release the facility for other use. Cancellation within 48 hours of a scheduled facility use may incur a \$200 cancellation fee plus all included staffing charges. Theaters are subject to additional cancellation policies.

7.0 ENFORCEMENT

7.1 Any violation of these regulations may result in the immediate termination of an applicant's use of school facilities and the applicant may further be banned from using any of the District's school facilities.

7.2 Payment and valid, active insurance must be submitted at least 7 days before usage. Failure to submit payment and/or valid insurance may result in a temporary suspension of usage or revocation of the permit.

7.3 The District may waive the advance payment requirement for Groups A, B, or C if alternative payment arrangements are made in advance. Invoiced charges are due within 30 days of the invoice date. The applicant's failure to timely pay an invoice shall result in the assessment of interest at the rate of 3 percent per month. The District may also submit delinquent invoices to a collection service. The applicant shall be responsible for all collection costs and legal fees.

Approved: July 2023