

# Seeley Union School District

1812 W Rio Vista, Seeley, CA 92273 (760)352-3571

[www.seeley.k12.ca.us](http://www.seeley.k12.ca.us)

## REQUEST FOR SCHOOL FACILITY USE

Facility: \_\_\_\_\_  
Name of Organization: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

School facilities are available for public use when such use does not interfere with school activities. Facilities may be used for public, literary, scientific, recreational, educational, public agency meetings for the discussion of matters of general public interest.

Type of presentation: \_\_\_\_\_

Purpose: Public \_\_\_\_\_ Literary \_\_\_\_\_ Scientific \_\_\_\_\_ Recreational \_\_\_\_\_ Public Agency \_\_\_\_\_ Religious \_\_\_\_\_

Will admission be charged or donations accepted? Yes \_\_\_ No \_\_\_

Proceeds collected (if any) will be used for: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

X	Equipment Requested	#	X	Equipment Requested	#	X	Equipment Requested	#
	P.A. System			Chairs			Podium	
	Tables							

Date: \_\_\_\_\_ Practice/set-up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Exit Time: \_\_\_\_\_

*AGREEMENT: I, \_\_\_\_\_ (print) the authorized representative of the organization named above, certify that the organization assumes full financial responsibility for any damage to District property and for injury to persons resulting from the use of facilities as requested above. Furthermore, the organization agrees to pay any fees required prior to facility use. I certify that the person or organization applying for the use of school facilities shall uphold the state and federal constitutions and does not intend to use the school premises to commit unlawful or immoral acts. I agree to abide by the rules and regulations set forth on "Attachment A & B" a separate document. I acknowledge that such rules and regulations are incorporated herein and made part of this application.*

*INSURANCE: I shall provide comprehensive general liability insurance in a minimum amount of one million dollars per occurrence, naming the district as additionally insured prior to the use of the facility.*

Signature of Authorized Organization Agent \_\_\_\_\_ Date \_\_\_\_\_

### **APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE ENDORSEMENT**

Superintendent/Principal \_\_\_\_\_ Date \_\_\_\_\_

Business Manager \_\_\_\_\_ Date \_\_\_\_\_

Estimated Charges: \_\_\_\_\_ Comments: \_\_\_\_\_

**“ATTACHMENT A”**

1. Any group remaining after the scheduled or reasonable time will be charged additional hours rent for any portion of an additional hour used.
2. No function will continue after midnight. Exceptions must be arranged in advance with the District.
3. All fees are to be paid by check made payable to: Seeley Union School District
4. The organization will furnish to the District the following information:
  - a. A certificate of insurance coverage during the term of use, providing comprehensive general liability insurance in a minimum amount of \$1,000,000 per occurrence and naming the District as additionally insured.
  - b. Other information as required.
5. No collections, solicitations or advertising shall be done on the premises without the written consent of the Seeley Union School District.
6. By State and Federal Law the possession and/or consumption of alcoholic beverages is prohibited on any School District Facility
7. This agreement cannot be assigned by the organization, nor may the organization use any District facility in any way not specified in this agreement.
8. The organization must abide by all applicable federal, state or local laws and ordinances relevant to this agreement or the use of any District facility.
9. In the event the organization is determined by the order of an appropriate agency or court to be in violation of nondiscrimination provisions of federal, state or local law, this agreement may be cancelled, terminated or suspended in whole or in part by the District.
10. The organization agrees to indemnify and hold harmless the Seeley Union School District from and against all actions, claims, suits, costs, liability, damages or expenses of any kind that may be brought or made against the District or which the District must pay or incur by any reason of or resulting from injury, loss or damage to people or property resulting from the negligent performance or failure to perform any obligation under this agreement.
11. No term, provision or condition of this agreement may be altered or amended except upon the execution of a written agreement.
12. Unless amended by this agreement, all statements made in its application for use preceding this agreement bind the organization. The reference to “organization” shall include all applicants, whether corporation, unincorporated association, an individual, or other type of user.

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I have read, understand and agree to these terms as set forth above.

Signature of Authorized Organization Agent \_\_\_\_\_ Date \_\_\_\_\_

## **“ATTACHMENT B”**

1. **USE MAY BE DENIED.** No use or occupancy of any school property shall be permitted if the 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 rioting or other disturbance of the peace, or in damage to the property which will render it unfit for or otherwise interfere with its proper use for school purposes.
2. **ADVANCE NOTICE OF PROGRAM MATERIALS MAY BE REQUIRED.** The board may require that it be furnished reasonably in advance with a complete program and copies of all speeches and scripts of any entertainment proposed to be given on school property. If such copy reasonably demonstrates that the program would be in violation of the law or of these rules, the proposed use shall not be permitted.
3. **PERMISSION TO USE MAY BE CANCELED.** 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 laws, rules, or regulations 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.
4. **AUTHORIZATION TO ISSUE PERMITS.** The Business office of the school district is authorized to issue all permits for use and occupancy of school property by all individuals, groups, or organizations during school hours, and by all authorized individuals, groups, or organizations during non-school hours.
5. **SCHEDULE OF CHARGES.** Permission to use school facilities shall be granted in accordance with a schedule of charges authorized by the Board. Copies of the schedule is available in the District Office.
6. **VENDING.** The vending of any article shall not be permitted during any use or occupancy of the school property for Civic Center purposes without written permission having been previously granted.
7. **HOLD HARMLESS.** In consideration for the use of school district property, facilities and grounds, the user, on behalf of the organization, group, or society, does hereby agree to indemnify and hold harmless the Seeley Union School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, attorney’s fees, incurred or paid, arising out of, or on account of, any property damage or destruction, personal injury or death, or any other damages of whatsoever nature or kind, arising from, or on account of, the signer’s usage of school district facilities and grounds to the full extent provided for by law.
8. **REMOVAL OF SCHOOL PROPERTY OR EQUIPMENT.** No District furniture, equipment, or apparatus may be removed or displaced by any person, persons, or organization without express written permission from, and under the supervision of a duly authorized employee of the Seeley Union School District. The party, parties, or organizations responsible for the removal or displacement thereof before their departure must replace any furniture, equipment, or apparatus so displaced to the satisfaction of the duly authorized employee from the facility.
9. **DECORATIONS.** Any decorations used at an event must be flameproof and shall be erected and taken down in a manner not destructive to District property. The use of any material or device which constitutes a fire hazard is expressly prohibited.
10. **DAMAGE TO PROPERTY.** School property shall be protected from any damage or mistreatment and permittees shall be responsible for the condition in which they leave school premises. In the event school property is damaged, the cost of repair or replacement thereof shall be paid by the permittees.
11. **PERSONAL USE OF PROPERTY OR EQUIPMENT.** Permits shall not be granted for personal or individual use of school property or equipment.
12. **SUPERVISION AND SECURITY.** Upon receipt of notice that a permit has been issued to a non-school agency for use, the Business Office shall designate a regular District employee to open the building, to be in charge during use, and to close the building after use. Such personnel costs are to be borne by the User. The District employee in charge of the building or grounds within or upon which any meeting is held is empowered to take all necessary means to enforce these rules. However, it shall be the responsibility of the permittees to see that there is such special policy protection as may be necessary for adequate control.
13. **REVOCATION IN CASE OF CONFLICTING DATES.** Any permit may be revoked if conflicting dates have resulted, or where need of the property for District purposes have subsequently developed.
14. **CAPACITY LIMITATIONS.** Admission to all meetings held in District buildings shall be limited to the seating capacity of the room.
15. **DISCRIMINATORY ACTIVITIES NOT PERMITTED.** No permit for the use of District property shall be granted to any individual or group for any purpose which would reflect in any way upon residents of the United States because of race, religion, color or creed.
16. **DISTRIBUTION OF LITERATURE.** Only the authorized holder of the Use Permit shall distribute literature or other materials at an event.
17. **FEES AND CHARGES FOR ATTENDANCE.** Whenever the use of district facilities without a rental fee is permitted, it is understood that there shall be no admission charge made, no solicitation of funds, no freewill offering, and no sale of literature or other articles by any organization using the facility.
18. **OPEN MEETINGS.** If free use is granted, as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the general public.

19. ADULT SPONSORSHIP REQUIRED. Juvenile organizations must verify that adequate adult supervision and sponsorship will be present at the event.

20. TRANSFERABILITY OF PERMITS. A permit for use of school facility is non-transferable.

21. POLITICAL ACTIVITY. School premises shall not be used by any person, group or organization as a political campaign headquarters for any purpose.

22. GRATUITIES NOT PERMITTED. No gratuities shall be given to or accepted by custodians, administrators, or other school personnel. All applicable costs for services of District personnel shall be billed to the User by the Business Office.

23. BEHAVIOR. The use of profane language, possession of or use of intoxicating liquors or drugs or any kind, fighting, betting, or any form of gambling, including conducting a raffle or lottery, are all expressly prohibited. The use of tobacco in any form is prohibited.

24. ADHERENCE TO SCHEDULE. The hours of use granted on the permit will be strictly observed. Should it be necessary to extend the time beyond that specified in the application, special permission must be obtained from the Business Office before the event begins. In such instances additional charges will be levied as applicable.

25. APPLICATION FOR MULTIPLE MONTHS. There cannot be multiple weeks or months use on the request. For consecutive weekly or monthly uses, one form for each weeks or months use must be completed.

26. INSURANCE. The District may require the User to provide evidence that a comprehensive general liability insurance policy in a minimum amount of one million dollars is in force. The policy must name the Seeley Union School District as additionally insured.

27. WAIVER OF SUBROGATION. The user hereby waives and forever relinquishes any rights of subrogation that user's insurance carrier may have against Seeley Union School District arising out of any insured loss.

28. PRINTED MATERIALS. All books, pamphlets, posters, and other items of literature which may have been used or distributed during a period of use must be removed by the User at the end of the event.

29. ALTERATION OF FACILITIES. It is the responsibility of permittees to ensure that the room or furniture arrangements as indicated on the Request for School Facility Use form are not altered in any way. Alteration includes but is not limited to adding furniture or electrical appliances and electrical devices, relocating furniture, raising or lowering tables and benches, adding or removing ramps, and blocking exits.

30. STATEMENT OF INFORMATION.

Persons or organizations applying for the use of school facility \_\_\_\_\_ shall, \_\_\_\_\_ shall not uphold the state and federal constitutions and \_\_\_\_\_ does, \_\_\_\_\_ does not intend to use school premises to commit unlawful acts.

User Initial: \_\_\_\_\_. I have read, understand and will comply with all provisions listed above.

**“ATTACHMENT C”**

**Seeley Facilities Fee Schedule**

<b>Groups</b>	<b>Class I- SUSD/ DSB</b>	<b>Class II- Community</b>	<b>Class III- Commercial</b>	<b>Class IV- Entrepreneur</b>
<b>Facility</b>				
Classrooms**	\$ -	\$ 35.00	\$ 50.00	\$ <b>100.00</b>
MPR / w/o Kitchen**	\$ -	\$ 75.00	\$ 175.00	\$ <b>300.00</b>

\*\*Labor or custodial services are based on actual cost to district.

**For long term use of facilities a MOU can be established between the district and entity at a negotiated price.**

**Class I: Seeley School District-** This requester category is one of “co-sponsorship” by the school district of certain types of activities generally considered to be directly associated with the district. (Band, Orchestra, Choir, PTO, Booster Groups, ECSTA, school events, etc.) Fund raising activities may be charged a Class II fee to cover consumables, utilities and custodial costs.

**Class II: Community-** This requester category includes church groups requesting a facility for services of special functions, civic groups, and state tax supported educational institutions, service organizations and other 501c3 “non-profit” groups.

Fund raising activities by Class II users will be charged as a Class III user unless one of the following conditions applies: All Sponsors and performers must reside within the boundaries of the Seeley School District.**OR** More that 40% of all proceeds must be dedicated to scholarships and/or other educational programs for Seeley School District Students

**Class III: Commercial-** This requester category is a civic, service, religious, governmental agency, or educational user sponsoring an event for the specific purpose of charging a fee.

**Class IV: Entrepreneurs-** This requester category is an individual or group desiring to use a district facility to make a profit. They do not qualify as a civic, service, religious, educational or governmental agency.