

## Application for Permit to Use School Facilities and Equipment

Application must be returned to the school/facility at least 7 business days prior to date of use.  
 Application for After-school programs must be returned to school at least 4 weeks prior to date of use.  
 Cancellation must be received 48 hours prior to activity for return of custodial/rental fees.

Today's Date	Name of Applicant	Complete Mailing Address of Applicant (Including Zip Code)
Email Address	Name of Organization	Phone Number
School or Property Name	Room(s) To Be Used	
	Multipurpose Room <input type="checkbox"/> Classroom <input type="checkbox"/> How many classrooms? _____ Outdoor Use <input type="checkbox"/> Other _____	
Equipment/Set-Up Needed	Purpose of Meeting	

### CHOOSE ONE BELOW

<b>After-School Program or SES (Additional Insurance Required)</b>  Nonprofit <input type="checkbox"/> For-profit <input type="checkbox"/>	<b>Other Facility Use</b>  Nonprofit <input type="checkbox"/> For-profit <input type="checkbox"/> Other <input type="checkbox"/> _____
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Event Start Time (Do not include custodian set-up time)	Event End Time (Do not include custodian clean-up time)	Time Requested for Custodian to Open Facilities	Expected Attendance	Will admission fee or solicitation of funds be involved? Yes <input type="checkbox"/> No <input type="checkbox"/>  Will a stove or oven be used? Yes <input type="checkbox"/> No <input type="checkbox"/>

### Date(s) Facility Needed

Date	Date	Date	Date	Date	Date	Date	Date

Additional Information or Comments:

#### For District Use Only

School	Sub or Extra Custodian Needed? Yes <input type="checkbox"/> No <input type="checkbox"/>	Maintenance	Custodian needed: From _____ To _____
District Office	Insurance on File <input type="checkbox"/> Expiration _____	Child Nutrition	CN Worker needed: From _____ To _____

### STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property 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. I certify or declare under penalty of perjury that the foregoing is true and correct.

Any person applying for use of school property 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. 38136 Ed Code)

The undersigned acknowledges that the La Mesa-Spring Valley School 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 for any items that are damaged or stolen.

To expedite processing time, I agree that a photocopy or facsimile of my signature on this application may be accepted with the same authority as an original.

Applicant's Signature	Applicant's Title	Principal's Signature	Director, Maintenance & Operations

#### For District Use Only

### FEES

Custodial Fees	Rental Fees	A/V Fees	District Support	Other Fees

If this permit is granted, the applicant, in use of the school premises under the same, hereby agrees to observe and obey all applicable laws of the state of California, and the rules and regulations of La Mesa-Spring Valley School District regarding such use of school premises. (PLEASE READ INSURANCE REQUIREMENTS AND RULES AND REGULATIONS.) This Application incorporates by reference the COVID-19 Addendum which is made part hereof as if set forth fully herein.

**INDEMNITY AND INSURANCE:** Applicant agrees to defend, indemnify and hold harmless the La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers from any loss, damage, cost or expense, including attorney's fees, that may arise during or out of the applicant's use or occupancy of the District's facilities.

**FACILITY USERS:** A certificate of liability insurance and additional insured endorsement naming the La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insureds in the amount of at least \$1 million per occurrence (\$2 million aggregate) must be sent to the M&O Office (La Mesa-Spring Valley School District, Attn: Maintenance & Operations Department, 3838 Conrad Drive, Spring Valley, CA 91977). Facility requests will not be approved until insurance has been reviewed and accepted. For questions regarding insurance, please call the Maintenance and Operations Department at 619-668-5760.

**AFTER-SCHOOL PROGRAM FACILITY USERS:**

After-school Program applicant shall, at his or her 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 La Mesa-Spring Valley School District, its employees, Board members, officers, agents, and volunteers as additional insureds. Insurance must be sent to the M&O Office (La Mesa-Spring Valley School District, Attn: Maintenance & Operations Department, 3838 Conrad Drive, Spring Valley, CA 91977) two weeks prior to facility use. For questions regarding insurance, please call the Maintenance and Operations Department at 619-668-5760.

After-school Program applicant 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 La Mesa-Spring Valley School District must be listed as certificate holder and the certificate of liability insurance and additional insured endorsement must name the La Mesa-Spring Valley School 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 Contractor 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 agrees 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 applicant shall conduct a criminal background check of all persons who will be providing or assisting with after-school programs on La Mesa-Spring Valley School 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 instructors who are cleared to work with the students of the District.

After-school Program facility requests will not be approved until insurance and fingerprint certification have been reviewed and accepted. For questions regarding insurance, please call the M&O Office at 619-668-5760.

**LA MESA-SPRING VALLEY 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 is permitted pursuant to the California Civic Center Act, Education Code Sections 38130-38139. Use of school property for election purposes is governed by Elections Code Section 12283.
3. No public meeting or entertainment held on the school property will be permitted to reflect in any way upon the citizens of the United States because of their race, color, or creed.
4. No use or 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 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 school property.
6. All 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. Applicant shall be removed from the 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 property of that school during school hours, which extend generally from early morning to late afternoon. He/She 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 school purposes.
8. The Assistant Superintendent, Business Services, or his/her designated representative, is authorized to issue all permits for the use or occupancy of school 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 entertainment, and the name of the owner, producer, or controlling agency if other than the applicant. Requests for use of facilities shall be submitted to the principal of the facility being requested.
9. Permission to use school facilities will be granted in accordance with a schedule of charges provided to the Board of Education.
10. Intoxicating liquors are not permitted on school premises.
11. School furniture or apparatus may not be removed or displaced by any applicant without permission from and under the supervision of the School District employee in charge.
12. School property shall be protected from any damage or mistreatment. Applicant shall be responsible for the condition in which they leave the school building. In case school property is damaged, the cost thereof shall be paid by the applicant.
13. Upon receipt of notice that a permit has been issued to a non-school agency for use, the principal in charge of the school shall designate a regular employee to open the building, be in charge during the use, and to close the building after the use. The School District employee in charge of the building or grounds, within or upon which meeting may be held is empowered to take all necessary means to enforce these rules.
14. Any permit may be revoked without previous notice where conflicting dates have resulted or where need of the property for public school purposes has subsequently developed. For other causes, permits may be revoked at any time upon reasonable notice.
15. All organizations or groups of juveniles seeking use of school premises must have adult sponsorship. Adults must be present during the entire period involving the premises.
16. The school custodian shall open the building only upon presentation of a valid permit. He/She is authorized to permit only use of areas approved on the application.
17. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization (Sec. 40041 Education Code).
18. Capacities of rooms shall not be exceeded.
19. District policy prohibits the use of tobacco on all areas of School District property and in District vehicles.

**La Mesa-Spring Valley School District**  
**Facilities Use Agreement Addendum**  
**APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES**  
**CORONAVIRUS ADDENDUM (Page 1)**

Date of Application: \_\_\_\_\_ Requested Facility: \_\_\_\_\_

Requested Date(s): \_\_\_\_\_ Requested Time(s): \_\_\_\_\_

**Rooms To Be Used**

Multipurpose Room: \_\_\_\_ Classroom(s): \_\_\_\_ Kitchen: \_\_\_\_ Other: \_\_\_\_

In addition to the attached Application and Agreement for the Use of Facilities (the "Agreement"), Applicant/Representative enters this Coronavirus Addendum and hold harmless Agreement, which is hereby incorporated into the Application and Agreement, as follows:

1. Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), the Applicant/Representative (the "FACILITY USER") agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to be strictly followed by FACILITY USER are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/HealthOfficerOrderCOVID19.pdf>

FACILITY USER hereby (i) acknowledges that it has received a copy of, has read and understands, and (ii) agrees it will comply with the Guidelines as the same pertain to social distancing protocols, as such Guidelines may be amended, updated, or superseded from time to time. FACILITY USER further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces during FACILITY USER's use of District's facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of FACILITY USER's program and activities to prevent the spread of Coronavirus. FACILITY USER agrees that FACILITY USER, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by FACILITY USER and FACILITY USER's employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, invitees, staff, and spectators.

2. The FACILITY USER shall not hold the event at the District facility, and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event. Additionally, FACILITY USER shall have protocols in place and take all precautions necessary to ensure FACILITY USER and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, staff, invitees, and spectators do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. FACILITY USER understands and agrees that FACILITY USER will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.

**La Mesa-Spring Valley School District**  
**Facilities Use Agreement Addendum**  
**APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES**  
**CORONAVIRUS ADDENDUM (Page 2)**

3. The FACILITY USER shall stop the event at the District facility immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.

4. The FACILITY USER shall provide all personal protective equipment ("PPE") required to follow the Guidelines and shall be responsible for the cost of such PPE.

5. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER'S use of the District facility pursuant to this paragraph, the FACILITY USER will not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

6. The District makes no representation regarding the condition or suitability of the District facility in use. It shall be the FACILITY USER'S sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment at the District facility, before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA). FACILITY USER understands that District may elect to further clean and/or sanitize the District facility if used by FACILITY USER and charge back costs to FACILITY USER. Such costs will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District's governing board for the current term.

7. Assumption of Risk; As-Is Basis. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the guidelines contained at the website links above. FACILITY USER assumes all risks, known and unknown, arising from FACILITY USER'S use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from FACILITY USER'S use and occupancy of the District facility.

FACILITY USER acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to FACILITY USER on an "as-is," "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for FACILITY USER'S particular use or purposes. It is further acknowledged, understood, agreed, and represented that, prior to using any District facility, grounds, or equipment, FACILITY USER shall inspect the requested facility or grounds, including appurtenant facilities or grounds, and/or requested equipment, and by using the facilities, grounds, and/or equipment, FACILITY USER stipulates and agrees that the facilities, grounds, and/or equipment are clean, safe, and in usable condition, that FACILITY USER is satisfied with the condition, suitability, and fitness thereof, and accepts the same as being safe, in good and sanitary order, condition and repair, and reasonably suited for FACILITY USER'S purpose. FACILITY USER expressly waives any and all claims for defects.

**La Mesa-Spring Valley School District**  
**Facilities Use Agreement Addendum**  
**APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES**  
**CORONAVIRUS ADDENDUM (Page 3)**

8. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the La Mesa-Spring Valley School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District Indemnities"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of the use and occupancy by FACILITY USER, its employees, invitees, participants, volunteers, students, members, and agents ("Facility Users Entities") of the District facility, including the risks from Coronavirus. This release is intended to discharge the District Indemnities against any and all liability arising out of or connected in any way with Facility Users Entities use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part of the District Indemnities. FACILITY USER understands that by signing this Agreement, FACILITY USER is releasing claims and giving up substantial rights, including the right to sue, and acknowledge that FACILITY USER is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, FACILITY USER AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT INDEMNITIES FREE AND HARMLESS FROM ANY LOSS, ACTION, CLAIM, SUIT, DEMAND, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT INDEMNITIES OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.

The Agreement is hereby incorporated into this Addendum by this reference and supplemented and amended to the extent set forth herein. This Addendum and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and FACILITY USER. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Addendum and any provision of the Agreement, the provisions of this Addendum shall control. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Addendum.

**ACCEPTED AND AGREED** on the latest date indicated below:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

La Mesa-Spring Valley School District

Facility User: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer Nerat

Print Name: \_\_\_\_\_

Assistant Superintendent, Business Services

Print Title: \_\_\_\_\_