

La Mesa-Spring Valley School District - 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. 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							
After-School Program or SES (Additional Insurance Required)				Other Facility Use			
Nonprofit <input type="checkbox"/> For-profit <input type="checkbox"/>				Nonprofit <input type="checkbox"/> For-profit <input type="checkbox"/> Other <input type="checkbox"/> _____			
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							
<p>The undersigned applicant and/or authorized representative of applicant group (together, "Applicant") 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 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 Applicant and the organization on whose behalf he or she is making application for use of school property, 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 a 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. (Ed. Code, § 38136.)</p> <p>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 must attach written documentation that he or she is an officer of such group or written authorization to apply for a facility use permit on behalf of the applicant group.</p> <p>By signing below, Applicant acknowledges receipt of, and represents and warrants that Applicant has read, understands, and agrees to, the Terms and Conditions and Rules and Regulations attached to this application, which are incorporated by reference. To expedite processing time, Applicant agrees that a photocopy, electronic or facsimile of Applicant's signature below is valid, with the same authority as an original.</p>							
Applicant's Signature		Applicant's Title		Principal's Signature		Maintenance or Business Services Signature	
For District Use Only							
FEES							
Custodial Fees		Rental Fees		A/V Fees		District Support	

**TERMS AND CONDITIONS
FOR USE OF SCHOOL FACILITIES AND EQUIPMENT**

If this Permit to Use School Facilities and Equipment is granted by the La Mesa-Spring Valley School District ("District"), the applicant and/or applicant group (together, "Applicant") hereby agrees to the Terms and Conditions, Rules and Regulations, and Board of Education ("Board") Policy/Administrative Regulation 1330 for use of school facilities and equipment.

1. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, Applicant shall defend, indemnify and hold harmless the La Mesa-Spring Valley School District, its Board of Education, officers, employees, agents, and volunteers from and against all actions, claims, demands, losses, damages, costs or expenses (including attorneys' fees) of any kind, nature and description that may directly or indirectly result from, arise out of, or be connected with the Applicant's use or occupancy of the District's facilities, grounds or equipment, including, but not limited to, personal or bodily injuries, death, property damage or loss, or any non-compliance with federal, state or local laws or regulations, unless such claims are caused wholly by the sole negligence of District in the maintenance of District's school facilities, grounds or equipment.
2. **PERSONAL PROPERTY.** The District shall not be liable for any damage to or loss of equipment or personal property owned by Applicant while on school premises. Applicant shall remove all equipment or personal property from school premises following its permitted use unless Applicant has been authorized by District to store equipment or personal property, which storage thereof shall be at the sole risk of Applicant and may be subject to additional fees payable to District.
3. **INSURANCE.** Facility requests will not be approved until insurance has been reviewed and accepted by District. All certificates of liability insurance and additional insured endorsement must be sent at least two weeks prior to facility use to: La Mesa-Spring Valley School District, Attn: Maintenance, Operations & Facilities Department, 3838 Conrad Drive, Spring Valley, CA 91977. For questions regarding insurance, please call 619-668-5700, Ext. 4700.

All Applicants agree to procure and maintain in full force and effect workers' compensation insurance covering his or her employees and agents while using school facilities. In the event a claim under the provisions of California Workers' Compensation Act is filed against the District by a bona fide employee of Applicant, 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.

- a. **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).
- b. **AFTER-SCHOOL PROGRAMS:** After-School Programs shall, at its expense, provide proof of commercial general liability insurance in the amount of at least \$1 million per occurrence (\$2 million aggregate). After-School Programs are 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.

After-school Programs shall make certain that any and all of its volunteers, employees, contractors or subcontractors 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, contractor or subcontractor of the After-School Program does not possess the required insurance, the After-School Program 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.

4. **FINGERPRINT CERTIFICATION.** In accordance with Education Code 45125.1, Applicants whose volunteers, employees, contractors or subcontractors who will have contact with District's students without the supervision of a District employee or the student's parent or guardian, including but not limited to After-School Programs, shall conduct a criminal background check of all volunteers, employees, contractors or subcontractors who will be occupying the school premises. Upon receipt of the background checks, Applicant will certify to the District in writing 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(c) and/or 1192.7(c). Applicant shall submit a fingerprint certification form to the District with a list of names of those who are cleared to work with the students of the District.
5. **AS-IS BASIS.** District makes no representation or warranty to the Applicant of any kind, express or implied, regarding the facilities, grounds, equipment, and/or personnel provided by the District. Applicant hereby acknowledges, understands, and agrees that any facilities, grounds, and/or equipment provided to Applicant is 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 Applicant's particular use or purposes.

**RULES AND REGULATIONS
FOR USE OF SCHOOL FACILITIES AND EQUIPMENT**

1. Use or occupancy of school property shall be primarily for public school purposes, which use shall have priority over any other use. Any authorized use or occupancy of school property for other than public school purposes shall be secondary and subordinate to this primary purpose and shall be authorized by the District on a first-come, first-served basis.
2. Use of school property is permitted pursuant to the Civic Center Act, Education Code Sections 38130-38139.
3. No public meeting or entertainment held on the school property will be permitted to prohibit public participation based on race, color, or creed.
4. No use or occupancy of any school property will be permitted if the Board of Education ("Board"), Superintendent, or designee, in the exercise of their 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. The 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.
5. All individuals, groups or organizations, in their use or occupancy of school property, shall comply with all applicable federal, state and local laws, rules and regulations. Any use contrary to, or in violation of any law, rule or regulation shall be grounds for cancellation of the facility use permit. Applicant shall be removed from the property, and District shall bar such individual, group or organization from further use thereof.
6. The School Principal 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. The Principal is authorized to assign use and occupancy of the property without charge during school hours for Board authorized School-Connected Organizations (Board Policy/Regulation 1230), provided that such use is not inconsistent with nor interferes with school operations.
7. The Assistant Superintendent of Business Services or designee is authorized to issue all permits for the use or occupancy of school property by authorized individuals, groups or organizations during non-school hours, and by all individuals, groups or organizations, in addition to Board authorized School-Connected Organizations during school hours.
8. Applications shall state the names of the 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 appropriate School Principal. District may exclude certain facilities from non-school use for safety or security reasons. If District staff shall have any question as to the availability of a building or the propriety of a proposed use, staff shall not issue any permit but shall refer the application to the Board for its consideration and action.
9. Permission to use school facilities will be granted in accordance with a schedule of charges approved by the Board.
10. There shall be no advertising on school facilities or grounds except as authorized by the Board or Superintendent and in accordance with Board Policy 1325. Any advertisement that features the District or school shall first be approved by the Board or Superintendent or designee.
11. Unless permitted by law and Board Policy 1330 and approved specifically by the Superintendent, alcoholic beverages are not permitted to be possessed, consumed, or sold on school premises.
12. School furniture or apparatus may not be removed or displaced by any applicant without permission from and without the supervision of the School District employee in charge.
13. School property shall be protected from any damage or mistreatment by facility user. Applicant shall be responsible for the condition in which they leave the school building. In case school property is damaged, the cost of repair or replacement shall be paid by the applicant, and District may deny the group further use of school facilities or grounds.
14. Upon receipt of notice that a permit has been issued, the Principal shall designate a regular employee to open the building only upon presentation of a valid permit for that building, be in charge during the use, and to close the building after the use. The employee in charge of the building or grounds during applicant's use is empowered to take all necessary means to enforce these Rules and Regulations.
15. Any permit may be revoked without 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.
16. All organizations or groups of minors seeking use of school premises must have adult supervision. Adults must be present during the entire use of the premises.
17. Capacities of rooms, as posted, shall not be exceeded.
18. District policy prohibits the possession, consumption, or sale of drugs or any restricted substances, including tobacco and cannabis in all areas of District property and vehicles. Applicant shall observe and comply with all such policies.

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

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: _____

Shaun Gabriels, Director, Maintenance,

Print Name: _____

Operations and Facilities

Print Title: _____

La Mesa-Spring Valley School District Facilities Fees

Classification	Examples	Multipurpose Room at School Sites or District Office (Boardroom or Staff Development Room)	Classroom
Nonprofit organizations that provide a direct service to District students and/or staff: (During school week if facility use is during the custodian's regular shift)	PTA Boy Scouts Girl Scouts After-school Programs Sports Leagues YMCA	Custodial Fee: \$0 Audio/Visual Fee: \$0 Rental Fee: \$0	Custodial Fee: \$0 Audio/Visual Fee: \$0 Rental Fee: \$0
For-profit companies OR organizations that do not provide a direct service to students or staff that may or may not have nonprofit status (During school week if facility use is during the custodian's regular shift)	For-profit Companies Political Organizations Religious Organizations Churches Homeowner Associations Rotary Clubs Community Groups	Custodial Fee at Schools and District Office: 1 hr. minimum @ \$41 per hr. (Fee will be based on District's assessment of the custodial needs of the event.) Audio/Visual Fee: \$15 per day Rental Fee: (Two-hour minimum event) Multipurpose Room: <i>Elementary:</i> \$50 per hr. Each additional hr. after 2 hr. minimum: \$50 <i>Middle & Academies:</i> \$100 per hr. Each additional hr. after 2 hr. minimum: \$50 <i>District Office:</i> \$75 per hr. Each additional hr. after 2 hr. minimum: \$50	Custodial Fee: \$0 Audio/Visual Fee: \$15 per day Rental Fee: \$10 per hr. (per classroom)
Nonprofit organizations that provide a direct service to District students and/or staff: (During Weekends, Holidays, and School Breaks)	PTA Boy Scouts Girl Scouts Sports Leagues YMCA	Custodial Fee: \$41 per hr. (Saturdays and school breaks) and \$54 per hr. (Sundays and holidays) - Two-hour minimum event Audio/Visual Fee: \$0 Rental fee: \$0	Custodial Fee: \$41 per hr. (Saturdays and school breaks) and \$54 per hr. (Sundays and holidays) - Two-hour minimum event Audio/Visual Fee: \$0 Rental fee: \$0
For-profit companies OR organizations that do not provide a direct service to students or staff that may or may not have nonprofit status (During Weekends, Holidays, and School Breaks)	For-Profit Companies Political Organizations Religious Organizations Churches Homeowner Associations Rotary Clubs Community Groups	Custodial Fee: \$41 per hr. (Saturdays and school breaks) and \$54 per hr. (Sundays and holidays) - Two-hour minimum event Audio/Visual Fee: \$15 per day Rental Fee: (Two-hour minimum event) Multipurpose Room: <i>Elementary:</i> \$50 per hr. Each additional hr. after 2 hr. minimum: \$50 <i>Middle & Academies:</i> \$100 per hr. Each additional hr. after 2 hr. minimum: \$50 <i>District Office:</i> \$75 per hr. Each additional hr. after 2 hr. minimum: \$50	Custodial Fee: \$41 per hr. (Saturdays and school breaks) and \$54 per hr. (Sundays and holidays) - Two-hour minimum event Audio/Visual Fee: \$15 per day Rental Fee: \$10 per hr. (per classroom)

Note: If stove or oven is used, a Child Nutrition Worker is required.