



San Juan
Unified School District

Use of Facilities Handbook

971-7073



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Use of School Facilities

California law encourages the governing Board of a school district to make available the school buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest. The general rules and guidelines are defined in the California Education Code under Sections 38130 through 38138 all inclusive, and are cited as the "Civic Center Act".

The purpose of Education Code 10900. is (a) To promote and preserve the health and general welfare of the people of the state and to cultivate the development of community recreation.

(b) To authorize public corporations of districts having powers to provide recreation, cities, counties, cities and counties, and school districts to organize, promote, and conduct programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the state.

It is the intent of this pamphlet to provide potential users of district facilities information regarding the application process, fee structures, insurance requirements, etc., governing use of school facilities under the Civic Center Act and the Education Code 10900.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds may be made available to citizens and community groups as a civic center for the following purpose (Education Codes 38131, 38132):

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time basis or renewal basis, by any church or religious organization.
4. Child care programs to provide supervision and activities for children of preschool and elementary school age.
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.



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7. Other purposes deemed appropriate by the governing board.
8. A community youth center.
9. State laws prohibit the use of school facilities for subversive, immoral, offensive, or harmful purposes. State laws also limit the use of the school facilities for denominational or sectarian activities. The use of the school facilities shall not be granted to persons, forums, corporations, groups, clubs, or associations which:
 - (a) May, by use, be reasonably expected to expose the property of the district to damage through riot, mob action, or violence of any kind.
 - (b) Use the property in a manner which will be adverse to the best interest of school district.
 - (c) Use of facilities for a purpose not consistent with the Civic Center Act and/or adopted Board Policies.
10. Groups or persons using school facilities under the provisions of this policy shall be liable for any property damages caused by the activity. The Board shall charge the amount necessary to repair the damages and may deny the group further use of the school facilities (Education Code 38134).

Renter Classification

The priorities for renting facilities will be determined by the district for any Use of Facilities requests other than school district instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users. (See "Schedule of Fees".)

Free Use:

- ❑ Park and Recreation Districts and YMCA's that have agreements on file with the District. (Per the education code, the district may assess direct costs.)
- ❑ Groups (non-profit organizations, clubs or associations) organized to promote youth and school activities including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire, Parent Teacher Associations, School-Community Advisory Councils, and Unions.
- ❑ This shall not apply to any group that uses school facilities for fundraising activities that are not beneficial to youth or public school activities of the district as determined by the governing board.

(EXCEPTION: It is possible that depending upon a group's special demands or requirements, the district reserves the right to assess full or partial costs prior to approval of the Use of Facilities application.)



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Direct Cost:

Direct cost rent is defined as an estimate of those costs of supplies, utilities, custodial services, building maintenance, services of any other district employees, and salaries paid to school district employees as a result of the organization's use of the school facilities and grounds of the district.

- ❑ Civic and Service groups (Kiwanis, Chamber of Commerce, League of Women Voters, Rotary, Lions, etc.) whose purpose through the use of school facilities is to improve the general welfare of the community, and whose net receipts are expended for welfare of the youth or other charitable purposes.
- ③ Conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of services while meeting.
- ❑ Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
- ❑ Other public and governmental agencies

Fair Market Value:

Fair market rent is the estimated direct costs to the district, defined above, plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized, and represents a rate for commercial activity, regardless of where profit is generated within the organization.

- ❑ This fee structure may apply even to "nonprofit" organizations where organizers, activity supervisors, coaches, etc., draw salary from the activity or organization, or participation fees are received from students or adults.
- ⌚ Rentals where admission or participation fees are charged, or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the district or for charitable purposes.
- ⌚ Rentals which are not directly beneficial to youth, public school activities of the district, or general welfare of the community.



Schedule of Fees

A three-hour minimum is required.

FACILITY	DIRECT COST	FAIR MARKET RENT	HEAT/AIR (1)
Classroom	\$16.00/Hr.	\$35.00/Hr.	\$5.00/Hr.
Library/Music	\$19.00/Hr.	\$42.00/Hr.	\$10.00/Hr.
K-6 Multipurpose	\$25.00/Hr.	\$54.00/Hr.	\$15.00/Hr.
7-8 Multipurpose	\$29.00/Hr.	\$60.00/Hr.	\$15.00/Hr.
9-12 Gymnasium (Small)	\$29.00/Hr.	\$60.00/Hr.	\$20.00/Hr.
9-12 Gymnasium (Large)/ Laurel Ruff Pool/Ralph Richardson Pool	\$48.00/Hr.	\$106.00/Hr.	\$25.00/Hr.
9-12 Cafeteria	\$25.00/Hr.	\$54.00/Hr.	\$10.00/Hr.
9-12 Theatre (Small)	\$29.00/Hr.	\$60.00/Hr.	\$10.00/Hr.
Mesa Verde P.A.C.	\$57.00/Hr.	\$135.00/Hr.	\$25.00/Hr.
San Juan Auditorium	\$48.00/Hr.	\$113.00/Hr.	\$25.00/Hr.
Tennis Courts	\$15.00/Hr.	\$29.00/Hr.	N/A
Athletic Fields	\$15.00/Hr.	\$29.00/Hr.	N/A
Parking Lot	\$15.00/Hr.	\$29.00/Hr.	N/A

(1) These fees apply when rental is outside of normal school hours (varies by site)

Additional Fees:

Custodian:	\$41.50 per hour, three-hour minimum
Food Service:	\$32.50 per hour, three-hour minimum
Technician:	\$29.00 per hour, three-hour minimum
Student:	\$ 7.50 per hour, three-hour minimum



SCHEDULE OF FEES (cont'd)

- For all renters, wages for district employees (custodians, cafeteria workers, etc.) will be charged as needed (a district representative, opening, cleanup, etc.).
 - ⌚ The rate charged will have a three-hour minimum.
 - ⌚ Employee time may be charged if the use requires an employee to be on site other than his/her normal working hours.
 - ⌚ Employee time may be charged if the use requires the employees to perform additional duties above his/her normal work duties (i.e. setup and take down 100 chairs in an auditorium).
 - ⌚ If rental hours are during normal custodian work hours the custodian minimum may be reduced.
 - ⌚ Payroll laws prohibit the renter from directly paying the custodian/food service employee(s).

- **When the kitchen area is used, a food services employee must be assigned to ensure sanitation, safety, and proper operation of equipment.** This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup. The rate of pay will follow the fee schedule set forth on page 6. Payment directly to the food services employee(s) is **prohibited**.

- Personnel hours are an estimate. If hours exceed estimate, additional fees will be charged.

- The District intends to update the fee schedule annually to reflect any increased personnel and utilities cost. Therefore, a potential user of any District facilities has the responsibility to obtain the current fee schedule from the Use of Facilities Office.



Insurance Requirements

A copy of the insurance certificate is to be submitted with the application. San Juan Unified School District must be listed as the certificate holder and as the additional insured with a copy of the endorsement attached.

	SJUSD
	Approved
Each Occurrence	\$1,000,000
Damage to Rented Premises/Fire Damage	minimum \$100,000
Medical Expenses	Any coverage
Personal & Adv. Injury	Any coverage
General Aggregate	Leave blank or \$2,000,000
Products Comp/Op Aggregate	Leave blank or \$1,000,000

Free Users see Addendum A. In order for rental to be approved Addendum A must be signed and dated. We require the insurance policy to be written on a per occurrence basis without aggregate limits. If a policy carries a General Aggregate limit then the general aggregate must be a minimum of two million dollars (\$2,000,000) to provide the San Juan Unified School District with proper insurance coverage. (See Addendum A, page 14.)

Paying Users see Addendum B. In order for rental to be approved Addendum B must be signed and dated. We require the insurance policy to be written on a per occurrence basis without aggregate limits. If a policy carries a General Aggregate limit then the general aggregate must be a minimum of two million dollars (\$2,000,000) to provide the San Juan Unified School District with proper insurance coverage. (See Addendum B, page 16.)

Public Agencies see Addendum C. In order for rental to be approved Addendum C must be signed and dated. We require the insurance policy to be written on a per occurrence basis without aggregate limits. If a policy carries a General Aggregate limit then the general aggregate must be a minimum of two million dollars (\$2,000,000) to provide the San Juan Unified School District with proper insurance coverage. (See Addendum C, page 18.)



Renter's Use of Facilities Application Procedures

- ☞ Renter completes the Use of Facilities application and submits application to site administrator.
 - 🕒 Non-profit organization must provide their non-profit number on the Use of Facilities application.
 - 🕒 A complete schedule including dates and time of use must be attached to the application. Field users must include the number of fields to be used.

- ☞ **Ten working days prior to the event.** the renter or district site administrator returns the completed and signed application to the Use of Facilities office with the required insurance documents. The insurance requirements are noted on page 8. Applications will not be processed until the required insurance documents are received. If applications are turned in less than 10 working days prior, there is no guarantee rental will be approved. It is the renter's responsibility to ensure that a completed application with the site administrator's pre-approval is received by the Use of Facilities office. The renter should follow up if they have not received a stamped **APPROVED** Use of Facilities permit within a reasonable time frame.

- ☞ A stamped **APPROVED** Use of Facilities permit must be present at all times during the event. All use of facilities rentals (except high school stadiums and the San Juan Auditorium- these are completed at the school site) are coordinated through the Business Support Services department.

Cafeteria Use: Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school food services program. Such use must have the concurrent approval of the Director of Food Services and the site administrator. **When the kitchen area is used, a food services employee must be assigned to ensure sanitation, safety, and proper operation of equipment.** This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup. The rate of pay will follow the fee schedule set forth on page 6. Payment directly to the food services employee(s) is **prohibited**.

Cancellations: The Use of Facilities office must be notified of cancellations one week prior to the event or the use of facility fee will be forfeited.

Complaints: Any complaints regarding usage and/or incidents that occur during an APPROVED event are to be directed to the site administrator. The site administrator should contact the representative of the group, verbally or in writing, informing them of the complaint/incident and inform the renter that any further verified complaints and/or incidents will be turned over to the Use of Facilities office and may result in the denial or revoking of the renters use permit.



District Representative: There must be a custodian or district representative on site for all events. The need for a district representative for outside or field use events must be negotiated with the site administrator. Activities held at times other than hours covered by regular employee assignments shall be conducted in the presence of an employee assigned for this purpose. The district's site employee shall unlock and check-in the user at the beginning of the event, check-out the user and lock the facility at the end of the event, and clean the area used at the end of the event. The employee so assigned shall arrange to conduct other school work (cleaning, etc.) in proximity of activities so as to be able to assist when needed and to protect school property. In the event the activity requires additional personnel for the specific program, only district-approved employees shall be utilized.

- ⌚ The rate of pay will follow the fee schedule set forth on page 6. Payment directly to custodial employee(s) is **prohibited**.

Employees: Individuals not working in their capacity as a district employee who wish to rent district facilities must go through the normal Use of Facilities application process. The schedule of fees is applicable to the organization requesting the facility.

Field Use: Renters who use outside facilities shall have the option of using district restroom facilities or renting Porta-Potties.

- ⌚ If rental is for a period in excess of four hours renter will be required to pay for the use of restroom facilities or Porta-Potties.
- ⌚ If choosing to use district restroom facilities, a district representative must be present during the entire event and the appropriate fees for this service must be paid prior to the event.
- ⌚ If the renter chooses to rent Porta-Potties, the renter assumes full responsibility for them.
- ⌚ The renter must show proof of Porta-Potties rental to the site administrator at least one working day prior to the event.
- ⌚ Renter must also inform the site administrator of date of Porta-Potties removal.
- ⌚ The renter must secure the Porta-Potties to the greatest extent possible.

Fireworks: Fireworks displays of any kind are not allowed on school campuses. This exclusion extends to the sale of fireworks as well. We will no longer allow any organization to use our facilities for the sale of fireworks.

Summer Use: Requests for summer use of facilities must be submitted to the site administrator beginning May 15th and before the end of the school year.

Yearly Renewal: Applications are valid for a period of one year, ending on the last day of the district's fiscal period, June 30th. THEY MUST BE RENEWED EACH YEAR.

Waiver of Rental Fees: Rental Fees can only be waived by Cabinet. Custodial and utilities fees still apply.



Site Administrator Procedures

The Superintendent has delegated authority to the Chief Financial Officer or Designee to approve applications for the use of facilities. Application must be made through the district Use of Facilities office. Additional fees beyond rental fees may be required. (See page 6)

Site Administrator **PRE-APPROVES** the rental of the facility, custodial/food service hours, and is responsible for scheduling custodian/food service staff.

- ☞ Custodial and food service employees must sign the application and indicate the estimated number of hours.
 - ⌚ The site administrator must approve the hours.
 - ⌚ When the kitchen is used, a food service employee must be present.
 - ⌚ School custodian/food service employee(s) will complete a time card for hours worked. Time cards are to be sent to the Use of Facilities office by the 25th of each month for processing. (NOTE: The time card must include the site's administrator's signature and the organization's name; otherwise, the process will be delayed.)
 - ⌚ Payroll laws prohibit the renter from directly paying the custodian/food service employee(s).

- ☞ Additional considerations for the site administrator in determining custodian hours:
 - ☞ It is necessary to have a custodian or other district representative present at all times (except for field use).
 - ☞ Does the rental require extra custodial set up/clean up or impact the custodian's normal cleaning hours?

- ☞ Key control is mandatory. Under no circumstances is a non-district individual or student authorized to be in **possession** of keys to district facilities unless authorized. Control of keys shall remain sole care, custody and control of approved individuals. Grand master keys must be secured to the greatest extent possible and never loaned to students or non-district individuals. It is the site administrator's responsibility to provide written approval before issuing keys. **A copy of this approval must be sent to the Use of Facilities office yearly.** If keys on loan are lost, it is the renter's responsibility to pay to re-key the entire facility.

- ☞ The site administrator is responsible to keep the calendar of events for their site Use of Facilities rentals.

- ☞ Any complaints regarding usage and/or incidents that occur during an APPROVED event are to be directed to the site administrator. The site administrator should contact the representative of the group, verbally or in writing, informing them of the complaint/incident and inform the renter that any further verified complaints and/or incidents will be turned over to the Use of Facilities office and may result in the denial or revoking of the renters use permit.

- ☞ Weekend and after hours Use: Both the site administrator and Use of Facilities office must notify dispatch (916) 971-7000 of weekend rentals or rentals after normal custodial hours (weekdays).



The Use of Facilities Office Procedures

- ☞ The Use of Facilities office calculates the fee and sends an invoice by U.S.mail to the renter. Payment must be received and processed prior to the application being given final approval.
- ☞ When fees have been paid and the proper insurance document received, the Use of Facilities office will notify the renter and district site by issuing the “stamped” APPROVED permit.
 - ⌚ **Sites should not allow use of their facilities without a “stamped” APPROVED permit.**
 - ⌚ **Renters are not authorized to use the facilities without a “stamped” APPROVED permit.**

Incomplete Applications: The Use of Facilities office cannot approve any applications that are incomplete or have not met the conditions outlined in “Renter’s Use of Facilities Application Procedures” section of the manual.

Weekend and after hours Use: Both the site administrator and Use of Facilities office must notify dispatch (916) 971-7000 of weekend rentals or rentals after normal custodial hours (weekdays).

Restrictions

- ☞ A Use of Facilities permit does not authorize the use of certain district, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the school administrator. Applicant will be liable for any damage or loss of equipment during facilities usage.
- ☞ No structures may be erected (including tents) 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 administrator or Maintenance and Operations Department.
- ☞ Any group using an auditorium or stage shall not disturb, move or change any existing equipment except with the permission of the site administrator and under the supervision of the site employee who is in charge of the facility. Any stage props used must be completely fireproofed. The district may request the fire department to verify certification of fireproofing.
- ☞ No modifications to site parking provisions will be allowed including signage. All vehicles will be operated on paved driveways and parking lots.
- ☞ Payment directly to the custodian(s) and food services employee(s) is **prohibited**.
- ☞ All activities (except field use) shall require the presence of authorized district personnel at all times. Parks and Recreation activities shall require the presence of a Parks and Recreation supervisor at all times.



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- ☞ Smoking or tobacco products are not permitted on district property.
- ☞ No alcoholic beverages are allowed on district property.
- ☞ Any violations of law, district policy and/or procedure will result in the immediate revocation of the Use of Facilities permit and removal of the group from district property.
- ☞ Applications will be denied if past history of use by an organization has resulted in:
 - ⌚ Violation of Board Policy
 - ⌚ Consistent lack of supervision
 - ⌚ Inconvenience for school use
 - ⌚ Adverse behavior
 - ⌚ Damages to property
 - ⌚ Non-payment of fees
- ☞ Facilities not available for public use or rental:
 - ⌚ Computer Labs
 - ⌚ Science Labs
- ☞ SJUSD does not rent facilities the weekend before and during school holidays.
- ☞ Animals of all types and kinds, whether or not people are controlling them or have custody of them, are prohibited on all district facilities except as provided below:
 - ⌚ Properly licensed service dogs accompanying a disabled participant (or service dog in training) in an instructional program are uniformly and automatically exempted from this policy.

It is the express intention of the school district that this policy meets requirements of the California Penal Code 3733, and the California Vehicle Code 2113.
- ☞ No food or drinks are allowed in the Mesa Verde Performing Arts Center theater seating.
- ☞ No candles, incense, open flames, weapons, or cooking outside of the kitchen are allowed on SJUSD properties.
- ☞ No signs are to be posted except day of event.
- ☞ No fog/smoke machines are allowed due to interference with fire alarms.
- ☞ Memorial/candlelight vigils are not permitted on San Juan School District Property.
- ☞ No personal events such as weddings or birthdays.



Addendum A – Free Users

Use of Facilities, Indemnity, and Insurance Agreement **(Education Code 38134(a) Private Entities)**

This Use of Facilities Agreement (“Agreement”) is entered into by **San Juan Unified School District** (“District”) and

_____ (“User”).

The User has requested, and the District has approved, the User’s use of _____, include restroom and parking facilities (if applicable) (“Facilities”), for the purpose(s) of _____, a use and relationship authorized under Education Code 38131 and 38134(a) in that User is a nonprofit organization, or a club or association (other than a public agency) organized to promote youth and school activities, which will not engage in fund raising activities not designed to benefit youth or public school activities on School District property. Neither the User, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from _____ to _____, unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the User, as evidenced by a jointly executed writing. Such use shall not interfere with the District’s ability to carry on educational activities, interfere with the District’s ability to carry on recreational activities, or interfere with other potential users’ authorized right to use District property, including the Facilities covered by this Agreement.

User’s right to use the Facilities could be subject to a use fee, determined to be the operational cost to the District for the User’s use of the Facilities.

At all times, the User, and its guests and invitees at the Facility, shall comply with the District’s rules, regulations, and policies, copies of which are deemed to have been provided to the User prior to the execution of this Agreement. The User and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District’s employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The User is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

User shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User’s intended use of the Facilities. User shall ensure that the District’s property is not altered, modified or changed in any manner absent the District’s express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement.



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The District shall ensure that the Facilities are timely and properly made available for use by the User. The User waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the User’s property.

The parties understand and agreed that certain rights and obligations are governed by Education Code Section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

This Agreement may be terminated due to the User’s discontinuance of the activities contemplated by this Agreement, the District’s need to modify or negate the use of the Facilities in order to carry out its required or offered educational or recreational activities, the impossibility or impracticability caused by any actual or planned change, the modification or repair to the Facilities, or to circumstances affecting the safety or health of anticipated users of the Facilities. Notice of the termination of this Agreement is effective on 60-days written notice, absent exigent circumstances requiring termination on a more expedited basis for health or safety issues.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering the Agreement, as a whole, valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this Agreement are controlled by California law, with any disputes subject to binding arbitration, with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost effective manner. The prevailing party in such an arbitration, at the arbitrator’s discretion, may be awarded reasonable attorney’s fees and costs.

This is a fully integrated document, containing the entirety of the parties’ agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____
By: _____
Title: _____
As Authorized Agent of the “User”

Dated: _____
By: _____
Title: _____
As Authorized Agent of the “District”



Addendum B- Paying Users

Use of Facilities, Indemnity, and Insurance Agreement **(Non-Education Code 38134(a) Private Entities)**

This Use of Facilities Agreement (“Agreement”) is entered into by San Juan Unified School District (“District”) and

_____ (“User”).

The User has requested, and the District has approved, the User’s use of _____, include restroom and parking facilities (if applicable) (“Facilities”), for the purpose(s) of _____, a use and relationship authorized under Education Code 38131. Neither the User, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from _____ to _____, unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the User, as evidenced by a jointly executed writing. Such use shall not interfere with the District’s ability to carry on educational activities, interfere with the District’s ability to carry on recreational activities, or interfere with other potential users’ authorized right to use District property, including the Facilities covered by this Agreement.

User’s right to use the Facilities could be subject to a use fee, determined to be the operational cost to the District for the User’s use of the Facilities or the “fair rental value” of the Facilities.

At all times, the User and its guests and invitees at the Facility, shall comply with the District’s rules, regulations, and policies, copies of which are deemed to have been provided to the User prior to the execution of this Agreement. The User and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District’s employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The User is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, participants, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

User shall, at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User’s intended use of the Facilities. User shall ensure that the District’s property is not altered, modified or changed in any manner absent the District’s express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement.

The District shall ensure that the Facilities are timely and properly made available for use by the User. The User waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the User’s property.

The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District’s Facilities. The District shall defend and indemnify the User, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is



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financially responsible to an injured individual, or individuals, or injury or damage to physical property, pursuant to this provision.

The User shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of the User's use of the Facilities. The User shall defend and indemnify the District, and its agents and employees should a Claim be made for which the User is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. It is the express intent of the parties that, in keeping with the foregoing responsibilities, the District, its Directors, Officers, employees, agents, and volunteers are intended and expected to receive the broadest defense and indemnity protection available under law, with any doubts resolved in favor of the proposed indemnified parties. To the extent of these indemnifiable liabilities, the User shall name the District, its Directors, Officers, employees, agents and volunteers, as additional insureds under its liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per Claim, and further subject to a 60-day notice before such insurance or coverage is cancelled or terminated.

This Agreement may be terminated due to the User's discontinuance of the activities contemplated by this Agreement, the District's need to modify or negate the use of the Facilities in order to carry out its required or offered educational or recreational activities, due to impossibility or impracticability caused by any actual or planned change, modification or repair to the Facilities, or to circumstances affecting the safety or health of anticipated users of the Facilities. Notice of the termination of this Agreement is effective on 60-days written notice, absent exigent circumstances requiring termination on a more expedited basis for health or safety issues.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering the Agreement, as a whole, valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this agreement are controlled by California law, with any disputes subject to binding arbitration, with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost effective manner. The prevailing party in such an arbitration, in the arbitrator's discretion, may be awarded reasonable attorney's fees and costs.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____
By: _____
Title: _____
As Authorized Agent of the "User"

Dated: _____
By: _____
Title: _____
As Authorized Agent of the "District"



Addendum C – Public Agencies

Use of Facilities, Indemnity, and Insurance Agreement **(Non-Education Code 38134(a) Private Entities)**

This Use of Facilities Agreement (“Agreement”) is entered into by San Juan Unified School District (“District”) and

 (“User”).

The User has requested, and the District has approved, the User’s use of _____, include restroom and parking facilities (if applicable) (“Facilities”), for the purpose(s) of _____, a use and relationship authorized under Education Code 38131. Neither the User, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from _____ to _____, unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the User, as evidenced by a jointly executed writing. Such use shall not interfere with the District’s ability to carry on educational activities, interfere with the District’s ability to carry on recreational activities, or interfere with other potential users’ authorized right to use District property, including the Facilities covered by this Agreement.

User’s right to use the Facilities could be subject to a use fee, determined to be the operational cost to the District for the User’s use of the Facilities or the “fair rental value” of the Facilities.

At all times, the User and its guests and invitees at the Facility, shall comply with the District’s rules, regulations, and policies, copies of which are deemed to have been provided to the User prior to the execution of this Agreement. The User and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District’s employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The User is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, participants, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

User shall, at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User’s intended use of the Facilities. User shall ensure that the District’s property is not altered, modified or changed in any manner absent the District’s express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement.

The District shall ensure that the Facilities are timely and properly made available for use by the User. The User waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the User’s property.

The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the District’s Facilities. The District shall defend and indemnify the User, and its Directors, Officers, employees, agents, and volunteers should a Claim be made for which the District is



Unified School District

financially responsible to an injured individual, or individuals, or injury or damage to physical property, pursuant to this provision.

The User shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of the User's use of the Facilities. The User shall defend and indemnify the District, and its agents and employees should a Claim be made for which the User is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. It is the express intent of the parties that, in keeping with the foregoing responsibilities, the District, its Directors, Officers, employees, agents, and volunteers are intended and expected to receive the broadest defense and indemnity protection available under law, with any doubts resolved in favor of the proposed indemnified parties. To the extent of these indemnifiable liabilities, the User shall name the District, its Directors, Officers, employees, agents and volunteers, as additional insureds under its liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per Claim, and further subject to a 60-day notice before such insurance or coverage is cancelled or terminated.

This Agreement may be terminated due to the User's discontinuance of the activities contemplated by this Agreement, the District's need to modify or negate the use of the Facilities in order to carry out its required or offered educational or recreational activities, due to impossibility or impracticability caused by any actual or planned change, modification or repair to the Facilities, or to circumstances affecting the safety or health of anticipated users of the Facilities. Notice of the termination of this Agreement is effective on 60-days written notice, absent exigent circumstances requiring termination on a more expedited basis for health or safety issues.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering the Agreement, as a whole, valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this agreement are controlled by California law, with any disputes subject to binding arbitration, with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost effective manner. The prevailing party in such an arbitration, in the arbitrator's discretion, may be awarded reasonable attorney's fees and costs.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____
By: _____
Title: _____
As Authorized Agent of the "User"

Dated: _____
By: _____
Title: _____
As Authorized Agent of the "District"