

# Sherman Thomas Charter Schools USE OF FACILITIES

## Procedures for Submitting Requests

1. All three of the attached forms must be completed and properly signed prior to submission to the District for approval. (Application and Permit, Agreement of User to Hold Harmless, Statement of Information)
2. Facility User shall maintain Commercial General Liability Insurance with Limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The policy shall name the Sherman Thomas Charter Schools and its governing board, officers, employees, agents, and volunteers as additional insureds for both ongoing and completed operations. Additional insured coverage shall be provided using ISO forms CG 20 10 and CG 20 37 each with an edition date of 07/04, or equivalent forms providing coverage at least as broad. Such insurance shall be primary and noncontributory with respect to any insurance of self-insurance maintained by the District and shall include a waiver of subrogation in favor of the Sherman Thomas Charter Schools and its governing board, officers, employees, agents, and volunteers.

If the Facility User has employees performing work or activities on District property, the Facility user shall maintain Workers Compensation insurance with statutory limits as required by California law and Employers Liability insurance with limits not less than \$1,000,000 per accident. The Workers Compensation policy shall include a waiver of subrogation endorsement in favor of Sherman Thomas Charter Schools and its governing board, officers, agents, and volunteers.

3. Rental fees and or charges for services will be paid for at the site to be used when the above-named forms are presented and approved.
4. For information on the cancellation policy, contact the District Office.
5. If you have any questions about the procedures, please refer them to the District Office.

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- |       |                                                                                                                                             |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------|
| _____ | 1. Has the <u>Application and Permit for use of School Facilities</u> been received and signed?                                             |
| _____ | 2. Has the <u>Agreement of User to Hold Harmless</u> and <u>Statement of Information</u> been received and signed?                          |
| _____ | 3. Has the Certificate of Insurance with additional insured, primary-noncontributory, and waiver of subrogation endorsements been received? |
| _____ | 4. Once all three forms are received, has payment been obtained (if required)?                                                              |

**SCHOOL DISTRICT**  
**APPLICATION AND PERMIT**  
**FOR USE OF SCHOOL FACILITIES**

Date: \_\_\_\_\_ (Submit application no later than 10 days prior to date of usage.)

The \_\_\_\_\_ hereinafter referred to as the "Organization" is a (mark one):

- |                                                                      |                                                       |
|----------------------------------------------------------------------|-------------------------------------------------------|
| 1. <input type="checkbox"/> Girl Scouts, Boy Scouts, Camp Fire, Inc. | 4. <input type="checkbox"/> Youth sports organization |
| 2. <input type="checkbox"/> Parent-Teachers' Association             | 5. <input type="checkbox"/> Adult sports organization |
| 3. <input type="checkbox"/> School-Community advisory committee      | 6. <input type="checkbox"/> Other (explain) _____     |

This organization hereby applies for permission to occupy \_\_\_\_\_ (facility/room) at \_\_\_\_\_ School on \_\_\_\_\_ (date or dates) during the hours of \_\_\_\_\_ to \_\_\_\_\_. The average attendance is estimated at \_\_\_\_\_ (number).

Admission will be charged: ☐ Yes ☐ No Amount: \$ \_\_\_\_\_

Particular instructions or facility arrangement requested is:

**Insurance Information:**

|                           |                     |
|---------------------------|---------------------|
| Company Name _____        | Policy Number _____ |
| Additional Insureds _____ | Policy Amount _____ |
| Expiration Date _____     |                     |

**Rate Calculations:**

Basic Rate \$ \_\_\_\_\_ x hours \_\_\_\_\_  
Key Deposit \$ \_\_\_\_\_  
Date Issued \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date Returned \_\_\_\_/\_\_\_\_/\_\_\_\_

**Additional Charges:**

Set-Up \_\_\_\_\_  
Custodial \_\_\_\_\_  
Food Services \_\_\_\_\_  
Grounds \_\_\_\_\_  
Total Charges \$ \_\_\_\_\_  
Refundable Key Deposit \$ \_\_\_\_\_

I, \_\_\_\_\_, representing \_\_\_\_\_ do acknowledge the receipt of the rules and regulations as contained in this package including Board Policy and corresponding administrative regulations related to my usage of the district facilities and hereby agree to abide by them. If the rules and regulations are not followed, I am aware that I am personally liable for any charges incurred by my group due to my negligence in not adhering to the rules and regulations.

Signature of Organization's Representative \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_  
School District: \_\_\_\_\_  
Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

CC: Site Administrator  
Custodian  
Applicant  
Food Service

## **AGREEMENT OF USER TO HOLD SCHOOL DISTRICT HARMLESS**

User hereby agrees to indemnify and hold the \_\_\_\_\_ SCHOOL DISTRICT, its officers, agents and employees harmless from any claim made against the \_\_\_\_\_ SCHOOL DISTRICT, its officers, agents or employees, for any liability, loss, expense, settlement, or judgment which may be incurred by reason of personal injury, bodily injury, death, loss of or injury to property, or loss of any other sort which may be sustained by any person or entity, including, but not limited to, officers, agents or employees of the \_\_\_\_\_ SCHOOL DISTRICT, officers, agents and employees of User and any other person or entity, arising from or in any way related to, whether directly or indirectly, the activity described below, regardless of whether the injury, loss or damage occurs on or off property of the \_\_\_\_\_ SCHOOL DISTRICT.

User agrees to so indemnify \_\_\_\_\_ SCHOOL DISTRICT completely with respect to the claims described herein, regardless of whether any negligence or other fault on the part of the \_\_\_\_\_ SCHOOL DISTRICT, whether active or passive, in any way caused or contributed to the injury, damage or loss which is the basis of the claim. User further agrees that with respect to any such claims, User will defend all claims, actions or suits which may be brought against the \_\_\_\_\_ SCHOOL DISTRICT, its officers, agents or employees, and shall pay all cost or expense, including attorneys' fees, incurred in the defense of such action, and shall further pay any settlement or judgment made or rendered in any such action as against the \_\_\_\_\_ SCHOOL DISTRICT, its officers, agents or employees.

It is further agreed that in the event of any dispute under the terms of this Agreement, the prevailing party in any action shall be awarded attorneys' fees and costs, including such attorneys' fees and costs as may be incurred in the prosecution or defense of any action to determine the rights or liabilities of the parties under this Agreement, and any attorneys' fees or costs which may be incurred prior to the institution of any action because of any dispute which may arise concerning this Agreement.

**ACTIVITY:** \_\_\_\_\_

(This is a general description of the activity, only, and does not in any way limit the indemnity rights of Sherman Thomas Charter Schools described above.)

**USER:** \_\_\_\_\_

**AUTHORIZED AGENT OF USER WHO AGREES,  
ON BEHALF OF USER, TO THE TERMS OF THIS  
INDEMNITY AGREEMENT:**

**AGREED TO BY**

\_\_\_\_\_ **SCHOOL DISTRICT**

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Signature/Title

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHOOL DISTRICT**

**STATEMENT OF INFORMATION**

The undersigned, as duly authorized representative for \_\_\_\_\_, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that \_\_\_\_\_, the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitution of the United States of America and the State of California.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Title)