

Tracy Learning Center 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 Tracy Learning Center 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 Tracy Learning Center 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 Tracy Learning Center 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. ☐ Girl Scouts, Boy Scouts, Camp Fire, Inc. | 4. ☐ Youth sports organization |
| 2. ☐ Parent-Teachers' Association | 5. ☐ Adult sports organization |
| 3. ☐ School-Community advisory committee | 6. ☐ 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 Tracy Learning Center 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)