

# 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. Please submit all information to the office at the site you wish to use. In addition to the three forms, you must include a copy of your organizations certificate of insurance with an additional insured endorsement naming **Tracy Learning Center** its officers, board members, agents and employees as additional insureds to the commercial general liability policy. If the Certificate of Insurance and additional insured endorsement is not immediately available, please attach a statement that includes a) name of the insurance company and contact person, b) date that you made a request for a certificate, and c) the estimated date the certificate will be received by the **Tracy Learning Center** .  
**Important:** Prior to the scheduled event, the Certificate of Insurance and additional insured endorsement must be received by the District. The acceptable limits of coverage are \$2,000,000 per occurrence and \$4,000,000 aggregate.
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 to them to the District Office.

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- \_\_\_\_\_ 1. Has the Application and Permit for use of School Facilities been received and signed?
  - \_\_\_\_\_ 2. Has the Agreement of User to Hold Harmless and Statement of Information been received and signed?
  - \_\_\_\_\_ 3. Has the Certificate of Insurance with additional insured endorsement been received?
  - \_\_\_\_\_ 4. Once all three forms are received, has payment been obtained (if required)?

**Tracy Learning Center  
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 HARMLESS  
Tracy Learning Center**

User hereby agrees to indemnify and hold the **Tracy Learning Center**, its officers, agents and employees harmless from any claim made against the **Tracy Learning Center**, 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 **Tracy Learning Center**, 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 **Tracy Learning Center**

User agrees to so indemnify Tracy Learning Center completely with respect to the claims described herein, regardless of whether any negligence or other fault on the part of the Tracy Learning Center 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 **Tracy Learning Center** 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 **Tracy Learning Center** 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 ALVIEW-DAIRYLAND UNION SCHOOL DISTRICT described above.)

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

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

**AGREED TO BY**

**Tracy Learning Center**

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

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

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

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

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

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

# Tracy Learning Center

## 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.

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(Signed)

(Date)

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(Organization)

(Title)