

GALT JOINT UNION SCHOOL DISTRICT

1018 C Street, Suite 210
Galt, California 95632
(209) 744-4550 fax (209) 744-4554

APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

Persons or organization _____

Person in charge _____

Address _____ Phone _____

Alternate person in charge _____ Phone _____

School requested _____ Area/Room _____ Kitchen _____

Date(s) _____ Time _____ to _____

Date(s) _____ Time _____ to _____

Purpose of activity or meeting _____

Equipment requested _____

Admission charge _____ Proceeds to be used for _____

Total estimated attendance _____ Principal's approval _____

Fee schedule, rules and regulations governing the use of school facilities are also attached. Please read carefully and sign in appropriate three areas or agreement will not be processed.

OFFICE USE ONLY

Applies to all non-profit organizations, clubs, or associations organized to promote youth or school activities, Boys Scouts, Girl Scouts, PTAs, PTOs and school-advisory groups

Request approved _____ by _____
Date Chief Business Officer or Designee

Remarks _____

Classification of user _____ Charge \$ _____ Payment rec'd. _____

District employee required _____ Job classification _____

District employee assigned _____ Hourly rate \$ _____

Fee Schedule

Type of Use	Fairsite Multi-Purpose	Lake Canyon Multi-Purpose	Marengo Ranch Multi-Purpose	River Oaks Multi-Purpose	Robert L. McCaffrey Multi-Purpose or Gymnasium	Vernon E. Greer Multi-Purpose	Valley Oaks Multi-Purpose	Library	Kitchen only <i>Cafeteria employee must be present</i>
Class I (Free Use)	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-	employee cost only
Class II (Expense Coverage Use)	\$125.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$40.00/hr.	\$50.00 + employee cost
Class III (Semi Commercial or Individual)	\$150.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$45.00/hr.	\$60.00 + employee cost

In cases where a cafeteria or custodial employee is required to be present, the employees pay shall be based on his/her regular hourly rate, with a minimum of two (2) hours to be paid by the using organization or individual. This rate will vary. District employees shall not be obligated to donate their time.

The rental fee, as per the schedule above, is payable to the District in advance.

Criteria for determining Type of Use

CLASS I District activities, youth organizations and outside sports groups normally granted free use, Monday through Friday. (Examples: AAU, community soccer leagues, volleyball, community clubs, etc.) Weekend use will be charged at Class II rates including custodial costs.

CLASS II Community wide activities of a cultural or public interest nature, and/or the purpose of which is to raise funds for charitable projects. Religious organizations for the conduction of religious services for temporary periods of time. Admission fees may, or may not, be charged. Weekend use will be charged a custodial cost in addition to rental fee.

CLASS III Activities to which admission is charged and whose sole purpose is profit making, private or personal use by an individual or group. Weekend use will be charged a custodial cost in addition to rental fee.

Applicant agrees to hold the Galt Joint Union School District, its Governing Board, the individual members thereof, and all District officers, agents, and employees free and harmless from any loss, damage liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. The applicant agrees to furnish such liability or other insurance for the protection of the public and the District as may be required by the District. However, the applicant will not be held responsible for any loss or damage caused by any peril for which the Galt Joint Union School District is insured under their fire insurance contracts.

CERTIFICATION

I, the undersigned, hereby certify that I have been duly authorized to request the use of Galt Joint Union School District facilities by the persons or organization, and that the persons or organization will be responsible for any damage sustained by the school building, furniture or equipment accruing through the occupancy or use of said buildings; however, in the event said application is made in an individual capacity, then I will be personally responsible for any such damages.

Use of school facilities and grounds shall be in accordance with all applicable federal and state regulations and guidelines and school board policy.

I hereby certify, on behalf of the applicant, that such persons or organization and I will abide by the policy of the Board of Education of the Galt Joint Union School District, and that said persons or organization and I will conform to all applicable provisions of the constitution and laws of the State of California. Persons or organizations not following rules listed will be subject to loss of use.

Signature of Representative _____ Title _____

PROVISIONS FOR USE OF SCHOOL DISTRICT FACILITIES

In accordance with the California Education Code and the policies of the Board of Education, the following provisions are set for the use of the Galt Joint Union School Districts facilities.

A. Who May Use

1. The following organizations are granted free use of school facilities when not interfering with school use (with the exception of money raising activities--see Item 2).

Parents Clubs, Cub Scouts, Blue Birds, Brownies, Camp Fire Girls, Girl Scouts, Boy Scouts, 4-H Clubs and other organizations meeting for the benefit of youth, on approval of the Superintendent and/or the Board of Education.

2. When money raising activities are held by any of the above organization, the school personnel required to be on duty (cafeteria employee and/or custodian shall be paid by the persons or organization.) See Fee Schedule.

B. Rules and Regulations

1. Organizations, or individuals, wishing to use a school facility should make a request on the Application and Agreement for Use of School Facilities form in the District office at least (3) weeks prior to the desired date. Exceptions shall be subject to approval of the Director of Business Services. This form may be completed only once a year if meetings are scheduled for the entire school year.
2. Permission will be granted for the use of specific rooms or grounds, and it shall be the responsibility of the organization to see that school property is not damaged or destroyed.
3. Use of school facilities for religious or sectarian purposes is permitted by law for temporary use at cost (Ed. Code Sec. 40040).
4. Any group granted the use of the school facilities shall not use them for any purpose not specified in the permit for use.
5. Cancellations of requests for the use of facilities must be made not less than twenty-four (24) hours in advance.
6. Facilities must be under the supervision of a responsible adult (over 21) at all times.
7. Permission for the use of buildings and facilities may be revoked by the administration whenever the use may interfere with school activities or whenever there has been a violation of regulations or abuse of buildings or facilities.
8. The using group will return the facility to its original arrangement and condition before leaving the building.
9. The use of school facilities shall not be granted when, in the opinion of the school administration there is a possibility of damage or injury to school property. In case loss or damage does occur, the person or group signing the request for use of premises shall be fully responsible and liable and shall assume such liability before being granted the use of school facilities. A proper bond must be filed if requested.
10. Smoking is not permitted in school buildings at any time.

11. Alcoholic beverages are not permitted on school premises at any time.
12. Gym shoes are required when using the gym floor for active recreation, with the exception of dancing.
13. School equipment will not be used unless authorized. Specialized equipment such as projectors, p.a. systems, etc., shall not be used unless a District employee is available to operate them. The using persons or organization may be required to pay this employee for the time involved.
14. Nothing shall be offered for sale at meetings without special permission.
15. The using group agrees to assume financial responsibility for all damages and any additional custodial services, if required.
16. Enforcement of the rules is the responsibility of the adult in charge, who must be present during the entire period of use. If the responsible party is changed (from the one listed on the request form) the District must be notified accordingly prior to the activity.
17. When any District kitchen is used, a cafeteria employee must be present to direct the use of the facility. The fee, based on the employees hourly rate, is payable directly to the employee by the organization. District employees shall not be obligated to donate time for organizations using any district facilities. If light refreshments are served, and the kitchen is not used, cafeteria personnel need not be present.

When a custodial employee is required to be present during a time when it is not his/her regularly scheduled work period, a fee shall be paid to the custodian. The fee, based on the employees hourly rate, is payable directly to the employee by the organization or persons.

18. All questions which are not covered by these regulations having to do with the use of the Districts facilities by outside organizations, shall be referred to the Director of Business Services.
19. When a rental fee is charged for the use of the Districts facility, it shall be paid in advance. Checks should be made payable to Galt Joint Union School District.
20. District facilities or grounds will not be utilized by individuals, organizations, agencies or others that engage in discriminatory practices as prohibited by federal law, state law or school board policies.
21. Use of school facilities and grounds shall be in accordance with all applicable federal and state regulations and guidelines and school board policy.
22. Groups with outside affiliation are limited to reserving one site per week, one day only per week, at the site. (AAU, volleyball, community soccer, etc.) Facilities not available from November to March.

I have received, reviewed and agree to abide by all rules and regulations regarding the use of the Galt Joint Union School District.

Signature of Representative _____ Date _____

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

This Use of Facilities Agreement (“Agreement”) is entered into by **Galt Joint Union Elementary School District** (“District”) and _____ (“User”).

The User has requested, and the District has approved, the User’s use of _____ (“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 you 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 is subject to a use fee of \$_____, 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 it’s Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who will attend to 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, Officer, employees, agents, and volunteers should a Claim

be made for which the District is 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 an 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 insured under its liability insurance or coverage agreement (s), subject to a minimum limit of liability of \$2,000,000 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, 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 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 finding 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 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: _____ Dated: _____

Signature: _____ Signature: _____

Title: _____ Title: _____
As Authority Agent of the "Agency" As Authority Agent of the "District"

Galt Joint Union Elementary School District
**FACILITIES USE AGREEMENT
CORONAVIRUS ADDENDUM**

Date of Application:	Requested Facility:
Facility User:	Requested Room:
Date(s) Requested:	Times Requested:

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum which is hereby incorporated into the Application and Agreement, as follows:

1. User agrees to follow all currently applicable federal, state, county, city and/or district rules regarding protection from the Coronavirus. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus>
 - b. <https://covid19.ca.gov/>
 - c. <https://gjesd-ca.schoolloop.com/>
2. Upon entrance to any facility during the User's activity, User shall provide notice of obligation to attendees of the Coronavirus rules that must be followed by individuals attending the event, such as social distancing and mask use.
3. District shall maintain a cleaned and disinfected environment before and after User's activity or event, using products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA). Any cleaning/disinfecting outside regular custodial work hours shall be paid for by the User.
4. User shall stop its use and vacate the facility/grounds if people present for the activity are observed to be violating the Coronavirus rules.
5. The District also reserves the right to stop the use if it observes violation of the Coronavirus rules. There will be no refunds in the event of such a cancellation.
6. The following provisions apply except to the extent prohibited by Education Code section 83134(i):
 - a. User has reviewed and understands the risks of the Coronavirus described in the federal, state, county, city and/or District rules and guidelines described above. On behalf of itself and any individuals participating in the event, User assumes all risks, known and unknown, arising from the use and occupancy of the District facility/grounds, including but not limited to any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses.
 - b. To the fullest extent allowed by law, User agrees to defend, indemnify, and hold harmless the District, its officials, agents, volunteers and employees ("indemnified parties") from any loss, damage, liability or expense that may arise from User's use of the District's facilities or grounds, even if such claim, damage, loss or expense is caused in part by the indemnified parties. User

Galt Joint Union Elementary School District
FACILITIES USE AGREEMENT
CORONAVIRUS ADDENDUM

shall not be obligated to indemnify an indemnified party for liability to the extent it is established by final adjudication that such indemnified party contributed to the liability via willful misconduct or sole negligence for which that indemnified party is legally responsible. User shall, if requested by the District, defend using counsel approved by the District in its sole discretion. Users' obligations under this indemnity contract shall survive the completion or termination of the project.

- c. User shall maintain general liability or other insurance applicable to liability for bodily injury and property damage arising from the use of the District's facilities or grounds, with limits of at least \$1 million per occurrence and \$2 million in the aggregate. Such insurance shall be written on an occurrence basis and shall not include any exclusion for pandemic, virus, or communicable disease. The policy or policies shall be endorsed to name the District and its officials, employees, agents and volunteers as additional insureds for liability arising from User's use of the District's facilities or grounds and shall provide that the coverage provided is primary to any insurance coverage maintained by the additional insureds and that contribution will not be sought from any other insurance available to the additional insureds. User is required to provide proof of insurance and copies of additional insured endorsements prior to use. Any failure of the District to require such proof shall not be a waiver of this requirement.

Name of Facility User's Organization

Name of Representative/Agent (print)

Signature of Representative

Date