

**Winship-Robbins Elementary School District
Application and Permit for Use of District Facilities**

Applicant Information

Organization Type (please check one)

- Winship-Robbins School Group
- Winship-Robbins/School Booster Group
- Non-profit Private Group
- Public Agency
- Private/Commercial/Profit-making Group
- Religious Organization
- Other Private Group

Name of Applicant: _____

Contact Person: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Does the applicant maintain liability insurance that would be applicable to facilities use?

_____ If so, how much? _____

Billing Information

Contact Person: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Event Information

Name of Event: _____

Estimated Attendance: _____ Open to the public? _____

Will an admission/donation/tuition be charged? _____

If yes, what will the proceeds be used for? _____

Facility Information

Facility: _____
(Name of Facility, Location, Room, etc.)

Dates Requested: _____
(Specify if weekly, monthly, etc.)

Hours Requested: _____
(Specify hours needed for preparation and program time)

Use Agreement

I, _____, on behalf of _____ (collectively "Applicant") have applied for use of Winship-Robbins Elementary School District ("District") facilities, as specifically defined in the attached Application for Facilities Use ("Facilities"). I have read and am familiar with the District's Policies and Regulations related to the use of District Facilities. I have also read and understand this Use Agreement. By applying for use of District Facilities, Applicant agrees to the following terms.

1. Applicant agrees to abide by all policies, regulations and rules related to facilities use, including strict compliance to the hours approved by the District for use of the Facilities. Applicant shall not use or permit the Facilities or any portion of the Facilities or other District property to be improved, used or occupied under this Agreement in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation or any Federal, State, County, or Local Government agency, body or entity.

2. Insurance.

(a) Coverage Required.

Before using the Facilities, Applicant shall obtain and maintain, at its expense, commercial general liability insurance for bodily injury, personal injury and property damage and including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than _____ Dollars (\$_____) combined single limit. Bodily injury shall not be less than _____ Dollars (\$_____), combined single limit of _____ Dollars (\$_____) per person and per accident. The policy shall provide coverage for broad form property damage not less than _____ Dollars (\$_____) per loss. If the policy contains a General Aggregate, then the liability limit must be not less than _____ Dollars (\$_____).

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name District as an additional insured and be provided on a per occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to Applicant before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to District prior to Applicant's, its employees, volunteers and independent contractor's first entry onto the Facilities. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to District's approval and shall carry a rating of ____ or higher and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair District's rights under this Agreement, or negate Applicant's obligations under this Agreement.

(4) Upon District's request, a copy of the insurance policies described above shall be provided to District.

(c) Worker's Compensation Insurance and Employer's Liability Insurance.

In the event that Applicant is subject to State Worker's Compensation Insurance Laws, Applicant shall provide a certificate(s) of insurance and endorsements on forms acceptable to the District, for the period of the use of the Facilities, with full Worker's Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than _____ Dollars (\$_____), for all persons whom it employs or may employ in carrying out its program when using District Facilities. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws.

3. Ownership. Nothing in this Agreement shall be construed to transfer ownership of any part of the Facilities to the Applicant and Applicant shall have no possessory interest in the Facilities.

4. No Encumbrances. Applicant shall obtain prior written authorization from the Superintendent, or his/her designee, before having any equipment or furnishings delivered to District Facilities or having labor performed at District Facilities. Applicant shall promptly pay in full for any equipment, furnishings and furniture that Applicant shall cause to be delivered to the Facilities and shall promptly pay in full all persons who perform labor at Applicant's request. If any mechanics' or material men's liens or any other liens or claims for any work done or items furnished at Applicant's request are filed against the Facilities, Applicant shall remove the liens and claims at Applicant's own expense. If Applicant fails to remove the liens or claims and any judgment is entered thereon or thereunder, Applicant shall pay that judgment. Should Applicant fail, neglect, or refuse to remove any liens or claim or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims; and Applicant shall be liable to District for all costs, damages,

reasonable attorneys' fees, and any amounts expended in defending any proceedings relating to said liens claims or in the payment of any of said liens or claims or any judgment obtained therefore. District may record, post and maintain upon the Facilities a notice of non-responsibility.

Applicant shall not encumber by any security instrument all or a part of Applicant's interest under this Agreement without the prior written consent of District, and upon such terms and conditions as District may require.

5. Indemnity By Applicant. Applicant shall defend, indemnify and hold harmless District, its officers, agents, employees and members of its Board of Trustees from any and all liability, claims, loss, damages, or expenses resulting from Applicant's use of the Facilities or any use of the Facilities by any employees, volunteers, members, guests or invitees of applicant, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of the death or injury of any person, including Applicant or any person who is an employee, guest, invitee or agent of Applicant, or by reason of the damages to or destruction of any property, including property owned by Applicant or by any person who is an employee or agent of Applicant, from any cause whatsoever as a direct result of using the Facilities or in any way connected with the Facilities.

6. Limitation of Liability. No member of the Board of Trustees, officer, employee, representative, or agent of District, shall be personally liable in any manner or to any extent under or in connection with this Agreement and Applicant hereby waives any and all such personal liability.

7. Cancellation. Applicant understands that the use of District Facilities is subject to cancellation at any time if the facilities are required for school or District programs or for cause. In the event of cancellation, the District will reimburse Applicant all fees, but Applicant shall not be entitled to any damages resulting from such cancellation.

8. Assignment. Applicant shall not assign its rights under this Agreement to any other party. In the event that Applicant assigns such rights such assignment shall be void and this Agreement shall terminate.

I HAVE READ THE FOREGOING USE AGREEMENT, WHICH INCLUDES A LIMITATION OF LIABILITY AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I acknowledge I have, by this statement, been advised that I may wish to consult an attorney regarding the legal consequences of signing this Agreement.

_____ DATE: _____
Applicant