

Facility Use Terms and Conditions Report

STATEMENT OF INFORMATION (ED. CODE 38135)

The undersigned states that, to the best of their knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United State by force, violence or other unlawful means.

That the organization on whose behalf they are making application for use of school property, does not, to the best of their knowledge, advocate the overthrow of the Government or of the State of California by force, violence, or other unlawful means, and that, to the best of their knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with Attorney General of the United States. This statement is made under the penalties of perjury.

INSURANCE REQUIREMENTS

The applying organization agrees to procure and maintain a Comprehensive General Liability Insurance policy written on an "Occurrence" policy form, with limits of insurance not less than \$1,000,000.00 Aggregate/\$1,000,000.00 Occurrence. Such insurance shall be primary, and will be provided by an insurance carrier Rated "A-" or better by A.M. Best's Rating Guide.

The applying organization will be required to provide the District with a certificate, naming the District as Additional Insured prior to using any District facilities. Additional Insured working should read as follows: "CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION OR USE THAT PART OF THE PREMISES LEAD TO YOU."

The scope of the coverage must be a comprehensive form and coverage must be approved by the District. Special circumstances may constitute additional insurance requirements.

GENERAL CONDITIONS GOVERNING THE USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES

1. The groups of citizens using school facilities will be responsible for any and all damages to property which may be incurred as a proximate result of any conducted in buildings or on the grounds of the School District – normal wear and tear excepted. The facilities must be returned in like condition as loaned.

2. Conducting of Meetings

a. The direct supervision of the activity is the responsibility of the persons or organization sponsoring the activity. Misconduct of the premises will be cause for cancellation of approval for use.

b. No alcoholic beverages are to be consumed, sold, given away, or delivered to any person on the property of the School District. Such action is misdemeanor and is punishable under Section 16701 of the Business and Professional Code of California. Any person under the influence of intoxicating liquors will be denied participation in any manner in the activity being conducted on school property and may be barred from having or receiving any further privilege of the use of school property.

c. The District has adopted a "smoke free" environment policy. Smoking will not be allowed on any school property at any time, inside any building or on school grounds.

d. Profane language, gambling, quarreling, or fighting will not be tolerated.

3. Limitations and Restrictions Covering Use of School Property for Public Purposes

a. Organization using school buildings and grounds are not to leave any brochures, pamphlets, leaflets, documents, or other literatures on School District premises.

b. No use of any cafeteria kitchen is allowed without the assignment of a School District cafeteria worker during the hours of the use.

c. Food may be sold, served, or consumed only in kitchens, multipurpose rooms, authorized food serving areas, or outside.