

**JAMESTOWN SCHOOL DISTRICT
USE OF SCHOOL FACILITIES REGULATIONS**

Application Procedure

Application to use school facilities shall be made through the Jamestown School District Office at 18299 5th Ave, Jamestown, CA 95327. Application shall be filed at least two (2) weeks in advance of the proposed use date and signed by a person, over eighteen (18) years of age, authorized to represent the user group.

A Certificate of General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and an Additional Insured Endorsement naming Jamestown School District as an "Additional Insured" must be provided before the facility will be reserved.

Cancellation

A minimum of three (3) days advance notice to cancel is required from the User Group. If not received in advance, the User Group will be responsible for reimbursement of any expenses incurred by the District. Failure to notify in advance may make the organization subject to deposit requirements for subsequent facility use requests.

The District will make every effort to avoid cancellation of any community event due to date conflicts. Schools may in special circumstances, request the Superintendent to cancel a community event in favor of a school-sponsored event.

Restrictions

School facilities will not be available for outside use during scheduled class hours or at other times where school functions have been scheduled.

Smoking, intoxicants, narcotics, profane language, quarreling, fighting and gambling are prohibited on district property. No food or drink shall be taken into the gymnasium or any classroom.

Parking Restrictions

Parking is prohibited in fire lanes, driveways and restricted areas.

On Duty Employee

A custodian or other district employee (standby person) shall be on duty when school facilities are being used. It shall be their duty to see that rules and regulations are observed. Any custodial or standby charges will depend upon the programs and time use scheduled.

Fee Schedule Authority

All rental charges shall be in conformance with the fee schedule listed below. The Governing Board may change the fee schedule as needed and establish charges for school facilities not previously listed.

FACILITY USE CHARGES PER HOUR:

FACILITY	DIRECT CHARGES	FAIR RENTAL VALUE
Family Resource Center	\$10	\$20
Classrooms	\$15	\$25
Kitchen & Multipurpose Room	\$25	\$50
Multi-purpose Room	\$20	\$40
Kitchen	\$15	\$30
Library	\$15	\$30
Athletic Fields	\$10	\$20
Basketball/Hard Courts	\$10	\$20
Music Room	\$20	\$40
Parking Lot	\$75	\$100

First Reading November 12, 2014

Second Reading December 10, 2014

Jamestown School District Board Approved December 10, 2014

Jamestown School District

18299 Fifth Avenue Jamestown, California 95327

Date of Application: _____

Application for Use of Facilities

Name of Applicant _____

Address of Applicant _____

Multi-Purpose Room _____ Kitchen _____ Classroom(s): _____ Other: _____

Date of use	Days of Use	Time/Hours of Use
Person in Charge & Phone Number	Activity	Estimated Attendance

Facility will be furnished **"AS IS"** unless requests for furniture and equipment are indicated below. A fee for use may be assessed according to the Jamestown School District Fee Schedule.

Equipment or Furniture Needed: _____

1. What is the purpose of the meeting? _____

2. Is admission charged? _____ If so, how much? _____

3. Will contributions be solicited or accepted? _____

4. Membership dues? _____ How much? _____

5. If yes on 2, 3, or 4 above, for what purpose will net proceeds be used?

6. Is supervision by school personnel necessary? _____

If yes, indicate positions and number of hours: _____

This facility has undergone inspection by a Certified Access Specialist (CASp) and has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53

CONDITIONS FOR USE OF SCHOOL FACILITIES: FACILITY USER agrees that the District makes no representation or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be its responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to schedule use. FACILITY USER further acknowledges its obligation to abide by the District's rules and regulations for the use of facilities. By the Applicant's signature below, the FACILITY USER agrees to abide by all such rules and regulations, and further acknowledges that facility use is contingent upon compliance with these rules as well as any sites rules specified by the site administrator.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: All permissive users agree by their signature below to hold the District, its Governing Board and the individual members thereof and all district, officers, agents and employees free and harmless from any loss, damage, liability or expense that may arise out of, or in any way be connected with this facility use agreement. However, this agreement does not pertain to losses or injuries that are the result of the sole negligence of the district.

Facility user must submit this form to the District Office at least fifteen (15) working days prior to the date of use. Permission will not be granted until the District receives a certificate of insurance naming the District, its officers, employees and agents as additionally insured.

User will be provided a copy of the Agreement for the use of School Facilities when permission is granted. The user, as proof of permission for facility use, should carry this copy of the signed agreement.

ACKNOWLEDGMENT AND AGREEMENT: I have read this application and agree to the terms.

Name of FACILITY USER'S Organization: _____
Name of Representative/Agent (please print) _____
Signature: _____ Date _____
Address: _____
Daytime Phone: () _____ Evening Phone: () _____

Superintendent's Signature

Date Approved

SECTION I GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Display or signs must be approved by the District.
2. The use of alcohol, drugs and other intoxicants are absolutely prohibited.
3. No smoking or gambling shall be permitted on the premises.
4. No weapons shall be permitted on the premises.
5. No illegal or non-approved activity allowed on the premises.
6. No program shall contain matter, which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitate for changes in our form of government or social order or by violence or unlawful methods.
7. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public.
8. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate direct adult supervision and sponsorship.
9. This permit is not transferable.

SECTION II INSURANCE

FACILITY USER shall furnish the District 15 days in advance of the occupancy time of this permit and prior to the issuance of this permit, a Certificate of Insurance and an Additional insured Endorsement, naming the District, its officers, employees, agents and volunteers as additionally insured. Said Insurance shall be issued by an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. Required insurance shall include:

- A. Commercial General Liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the FACILITY USER'S liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

SECTION III DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees both as an organization and as signatory individual to be jointly and personally responsible for all damage to District property that may arise during or by the permitted activity.

SECTION IV FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.

SECTION V FACILITY USERS

The use of District facilities shall be determined, in part, based on the nature of the group. The priority order for usage is as follows:

1. District activities
2. Study Body activities
3. Other Public Entity activities
4. Non-Profit Organization activities
5. Community activities
6. For-Profit Business activities

Pursuant to the Civic Center Act, the use of school buildings, grounds, and equipment, shall be granted, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities, including but not limited to: Girls/Boy Scouts, Campfire Girls, Parent-Teacher Associations, and School Community Advisory Councils. Such permissive use shall not apply to any groups that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by the governing board. All other users may be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings.

FACILITY USERS holding functions or meeting where admission fees are charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the District, or for charitable purposes, the District shall charge the user an amount equal to fair rental value of the property.

Facility Use Rules

1. Use of the district's buildings and fields are by permit only.
2. User groups may not bring animals into the classrooms or onto the fields without prior permission.
3. Groups using outside areas or athletic fields must pick up litter from the area.
4. A \$50.00 key deposit, which will be refunded when the user returns the key to the District Office, is required when a key must be issued.
5. Users must request permission to use equipment (DVD player, docucam, computer) in advance. Equipment may not be used without prior authorization.
6. Users must not attempt to arm/disarm the security system.

Name of Organization _____

Signature of Representative _____ Date _____