



JEFFERSON ELEMENTARY SCHOOL DISTRICT
101 LINCOLN AVENUE, DALY CITY CA 94015
EMERGENCY# (800) 974-3225
REQUEST FOR USE OF SCHOOL PROPERTY

INSTRUCTIONS: READ CAREFULLY. This form must be prepared in quadruplicate and submitted to the school concerned. It must be stamped RECEIVED 10 DAYS BEFORE THE INTENDED USE in order to be processed/approved by the site administrator. Applicant must be aware of the RESPONSIBILITIES UNDER THE LAW AND DISTRICT REGULATIONS affecting the use of school property before signing the application. School property is NOT AVAILABLE ON HOLIDAYS.

APPLICANT'S INFORMATION

Name of Organization: _____

Name of Representative: _____ Day Phone No.: _____

Address: _____ Email: _____

School Site: _____ Classroom Multi-use Room Gym _____

Other Nature of Activity: _____ Estimated Attendance: _____

Continuous Use or Single Use

Dates: (from/to) _____ Days Su M Tu W Th F Sa Hours: (from/to) _____

(NOTE: All scheduled school holidays are excluded from this request)

Personnel/Equipment Requested (Specify) _____

Admission Charges? Yes No Open to Public? Yes No 501c3: Yes No

STATEMENT OF RESPONSIBILITY

The UNDERSIGNED states that 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 that purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means; that the organization on whose behalf he is making application for use of school property does not advocate the overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means, and that it is not a communist-action organization or communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

The UNDERSIGNED hereby releases and fully discharges the Jefferson Elementary School District from any and all claims, demands, and causes of action which the undersigned now, or in the future may have, against said District, its officers, employees, and agents, for deaths or damages to person or property arising directly or indirectly from use of the property of said district, and for consequent/a/ damages of every kind and character; and agree to indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all claims and losses including legal expenses and attorneys' fees accruing or resulting to any person, firm or corporation who may be killed, injured, or damaged by the use of said property by the undersigned; and further agrees to be responsible for maintenance or repair of any damages to said property occasioned by said use.

Date

Signature of Representative

SITE ADMINISTRATION'S USE

School property will be used:

DURING school/office hours (a) Day Custodian will open/close Y N Name: _____

AFTER school/office hours (a) Night Custodian will open/close Y N Name: _____

(b) Custodian required Y N Name: _____

WEEKENDS (a) Standby custodian required Y N Name: _____

Total Custodian Hours: _____ (b) Principal/Administrator on site Y N Name: _____

I hereby certify that I have reviewed the requirements for this request with the representative signing this request. Approval is granted in accordance with the provisions of Ed. Code Section 39379 and subject to charges checked below.

Principal's Signature

Date

Maintenance & Operations Director

Date

DISTRICT ADMINISTRATION'S USE

Personnel \$ _____
Equipment \$ _____
Utilities \$ _____

Bldg. Use Fees \$ _____
Other (Specify) \$ _____
TOTAL \$ _____

JEFFERSON ELEMENTARY SCHOOL DISTRICT USE OF FACILITIES

California Education Code Section 40040, et. seq., also known as the "Civic Act," states that there is a Civic Center at each and every public school facility and grounds and defines which groups are entitled to use the facility and under what conditions.

There are three "Categories" of user groups in the Act:

Category I

The District may grant use of facilities or grounds upon terms and conditions the Board deems proper for the following purposes:

- a. Public, literary, scientific, recreation, educational or public agency meetings.
- b. Discussion of matters of general public interest.
- c. The conduct of religious services for temporary periods on a one-time or a renewable basis provided the Governing Board charges the church or religious organization an amount at least equal to the District's direct costs.
- d. Childcare or day care programs
- e. The administration of examinations for the selection of personnel by public agencies.
- f. Supervised recreational activities.
- g. Other purposes deem appropriate by the Governing Board.

Category II

The District shall grant the use of any school facilities or grounds, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities of the District, as determined by the Governing Board, as such:

- a. Girl Scouts, Boy Scouts, Campfire Girls, Youth Groups, etc.
- b. Parent Teacher Associations
- c. School Community Advisory Councils

Category III

In case of entertainment, functions or meetings where admission fees are charged, or contributions are solicited, and where 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 the fair rental value of the property. Fair rental value means the direct cost of the District plus the amortized cost of the school facilities or grounds used for the duration of the activity.

Requirements for Use of Facilities

1. Complete the *Request for Use of School Property and Hold Harmless Agreement forms* and turn them in at the selected school site for processing a *minimum* of two (2) weeks prior to facilities use.
2. Provide a Certificate of Insurance of one million dollars and an Additional Insured Endorsement naming the Jefferson Elementary School District, not the selected site, as the additional insurer prior to use of a District facility.
3. District custodian is required to be on site to open and close the building or remain on site during the entire use depending on the function and, if kitchen facilities are needed, a Food Services employee must also be in attendance during the function.
4. Hours of use must include time needed for set-up and clean up. Time used beyond hour specified on the **Request for Use of School Property** form will be billed after the use of the facility.
5. The District shall charge organizations which fall under **Category I and III** and may charge organizations which fall under **Category II of the Civic Center Act** for its direct costs such as supplies, utilities, custodial services and salaries paid to District employees that are necessitated by the organization's use of the facilities and grounds. Use fees are required to be paid prior to use.

SMOKING OR DRINKING ALCOHOLIC BEVERAGES IS PROHIBITED AT ALL DISTRICT PROPERTIES.

JEFFERSON ELEMENTARY SCHOOL DISTRICT
101 Lincoln Avenue, Daly City, CA 94015

**STANDARD HOLD HARMLESS/INDEMNITY CLAUSE
FOR USE PERMIT AGREEMENT**

THIS CLAUSE SHOULD BE INSERTED INTO EVERY USE PERMIT OR OTHER AGREEMENT BETWEEN A SCHOOL DISTRICT AND ANY PERSON OR ENTITY USING ANY SCHOOL DISTRICT PROPERTY:

“HOLD HARMLESS, INDEMNITY: DUTY TO DEFEND. (i.e., user or licensee) agrees to indemnify and save harmless School District, its Board of Trustees, officers, agents, employees and representatives from all claims, lawsuits or actions of every name, kind and description, brought for, or on account injuries to or death of any person, including licensee/user or any servant of licensee/user, or damage to property of any kind whatsoever including intangible property and to whosoever belonging, INCLUDING, BUT NOT LIMITED TO SUCH INJURIES, AS DEATH, OR DAMAGE CAUSED BY THE CONCURRENT ACTIVE OR PASSIVE NEGLIGENCE OF THE SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, where such injuries, death or damages occurred in , upon or in any manner by reason of licensee’s/user’s use of the School District’s premises or property, provided that this indemnity obligation shall not apply to injuries for which School District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence.

The duty of licensee or user to indemnify and save harmless as set forth herein shall include the duty to defend as established in Section 2778 of the California Civil Code, and the duty to defend shall arise upon the making of any such claim against District or its officers or employees or agents notwithstanding that no adjudication of the underlying facts has occurred, and whether or not licensee/user has also been sued.”

MUTUAL INDEMNIFICATION CLAUSE

Use the mutual indemnification clause where the proposed licensee/user of the School District property refuses to sign indemnification clause No. 1. This occasionally occurs where the proposed licensee/user is another public entity, the School District wants the license/use agreement to occur, and the other public entity says it will not enter into the license/use agreement without a mutual indemnification agreement.

MUTUAL INDEMNIFICATION, HOLD HARMLESS: DUTY TO DEFEND

It is agreed that licensee/user shall defend, hold harmless, and indemnify District, its officers and employees from any and all claims for injuries and/or damages to persons and/or property which arise out of the terms and conditions of this license/use agreement and which result from the negligent acts of omissions of District, its officers and/or employees.

It is further agreed that District shall defend, hold harmless, and indemnify licensee/user, its officers and employees, from any and all claims for injuries or damage to persons and/or property, which arise out of the terms and conditions of this license/use agreement and which result from the negligent acts of omissions of licensee/user, its officers and/or employees.

In the event of concurrent negligence of District, its officers and/or employees, and licensee/user, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this license/use agreement shall be apportioned according to the California Theory of comparative negligence.

DUTY TO INSPECT

Insert the following clause in all licenses or permits to use School District property:

"Duty to Inspect, Repair and Warn. The parties agree that the District makes no representations or warranties as to the repair or condition of the facilities which lessee is entitled to use hereunder, and lessee takes such property and facilities as is. The parties further agree that it shall be lessee's obligation, not District's, to assure that the property and facilities are in a proper and safe condition to be used for the purpose anticipated herein; that it shall be lessee's obligation and duty, and not District's to inspect such property and facilities before they are used and to take affirmative steps to repair, or where necessary, warn, in order to prevent injury to person or property, and that in the even such injury does occur, any claim arising therefrom shall trigger lessee's indemnity and defense obligations hereunder."

Organization

Date

Authorized Signature

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services of Orange County 680 Langsdorf Drive Suite 100 Fullerton, CA 92831		CONTACT NAME: PHONE (A/C, No, Ext): 714 578-7000 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Bauer Cusack and Cusack Inc dba Sand Paths Academy 1218 S Van Ness Ave San Francisco, CA 94110		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058

COVERAGES

CERTIFICATE NUMBER:

PROVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY START DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PHPK712852	01/01/2011	05/01/2012	EACH OCCURRENCE \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK712852	05/01/2011	05/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION 10000		PHUE3432	05/01/2011	05/01/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.					IWC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / ACTIVITIES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured under general liability policy with regard to operations of insured to which this (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Jefferson Elementary School District 101 Lincoln Avenue Daly City, CA 94015	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rogan Wilber</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Jefferson Elementary School District

Information required to complete Schedule 1 and 2 shall be shown in the Declarations

Section II - Who is An Insured? (Members of the family include as an additional insured the persons of the organization(s) shown on Schedule I, who only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those additional persons.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.