NEEDLES UNIFIED SCHOOL DISTRICT
1900 Erin Drive, Needles, CA 92363

Application for Use of Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by District residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses. (Board Policy 1330)

Group/Organization _____ Applicant (Please Print) _____ Date of Application _____

E-Mail _____ Phone _____ ☐Yes ■ No Non-profit Status/Tax ID _____

Event _____ Purpose of Use _____ # Participants _____

Site Location:	**Dates of Use (mo/day/yr)**	**Hours of Use (start/end)**
Facility Requested:		

Will Admission be charged? ☐Yes ☐No Is the use non-exclusive and open to the public? ☐Yes ☐No

Items Required/Requested:

☐ PA System/Scoreboard ☐ Technology Assistance _____

☐ Lights ☐ Piano ☐ Other: _____

☐ Maintenance/Grounds ☐ Custodian ☐ Food Service _____

Persons requesting use of a school facility and signing below assume responsibility in case of loss or damage to buildings or equipment In case of misuse of building or equipment as determined by the school principal or Superintendent, this application may be canceled and/or future applications may be denied.

Applicant (Signature) _____ Date _____

The use of all school facilities shall be available without charge to the student body organizations. Privilege is extended to the scouts, youth recreational groups (Little League, Soccer, etc.), and other similar organizations and youth clubs, for meetings of public interest, but shall not be used as the established headquarters for such clubs or organizations.

OFFICE USE BELOW

☐ Approved ☐ Approved

☐ Denied. Reason: _____ ☐ Denied. Reason: _____

Site Approval _____ Date _____ DO Final approval _____ Date _____

Insurance Cert Copy received ☐ Yes ☐ No Comments: _____

Rental Fee: $ _____ per hour/day/use _____

Operational Costs: $ _____ per hour/day/use _____

Other Costs: $ _____ per hour/day/use _____

Notes: _____

TOTAL ESTIMATED USAGE FEE:

$ _____

ACKNOWLEDGEMENT OF RULES AND REGULATIONS:

- School Site locations will not be available during school hours.
- It is the responsibility of the user group to thoroughly clean the area/rooms they requested. For example, trash must be picked up and put in trash cans before leaving the site, decorations taking down, etc.
- No smoking or tobacco products of any kind, or use/possession of alcohol permitted on District property. This includes nicotine delivery devices and other vapor emitting electronic devices. (Ed Code 48900,48901). Violations will result in denial of future applications.
- No animals are allowed on District property, except certified service dogs for physical, emotional or mental disabilities.
- No fireworks, polytechnics, open flames or barbecues are allowed on District property without prior permission from the Director of MOT & Risk Management, (760) 326-3891.
- No glass containers allowed on District property
- The use of firearms of any kind is prohibited on District property.
- Vandalism and/or damage to the site will result in direct costs to repair the damages, per Education Code Section 38134(f), Use of School Facilities, Civic Center Act.
- No repair or alteration of any kind may be made to any District property.

CONDITIONS FOR USE OF SCHOOL FACILITIES: FACILITY USER agrees that the District makes no representations 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 FACILITY USER's 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. APPLICANT FOR FACILITY USE agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges receipt of a copy of the DISTRICT's RULES AND REGULATIONS FOR USE OF FACILITIES. By the Applicant's signature below, the FACILITY USER agrees to abide by all rules and regulations governing the use of the District's facilities and the conduct of all meetings. FACILITY USER further acknowledges that facility use is contingent upon full compliance with these rules as well as any site rules specified by the site administrator.

ASSUMPTION OF RISK: FACILITY USER hereby recognizes and acknowledges there are inherent risks of injury or death in the activity in which FACILITY USER shall engage while using or occupying the FACILITIES. FACILITY USER hereby expressly assumes said risks of injury or death while using or occupying FACILITIES or engaged in an activity that is related to or in connection with this Application and Agreement.

INSURANCE: FACILITY USER shall provide to the DISTRICT a Certificate of Insurance evidencing the existence of a general liability insurance policy prior to the use of the FACILITIES with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, and additional named insured endorsement in favor of DISTRICT its trustees, officers, employees, and agents, whereby DISTRICT, its trustees, officers, employees, and agents will be insured under FACILITY USER'S liability insurance policy, which shall include a waiver of subrogation, be primary and noncontributory and have a 30-day notice of intent to cancel, non-renew, or where there is a material change in any endorsement. DISTRICT reserves the right to require additional lines of coverage depending on the event.

ALL PERMISSIVE USERS, WHOSE USE IS NOT MANDATED BY THE CIVIC CENTER ACT, AGREE BY THEIR SIGNATURE BELOW TO HOLD THE TEMPLE CITY UNIFIED SCHOOL 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 OR WILLFUL MISCONDUCT OF THE DISTRICT.

Applicant must submit this form to the Site Administrator fifteen (15) working days prior to the date of use to ensure time for processing. Applicant acknowledges that the District's willingness to rent this facility is contingent upon approval by the Site Administrator and by the District's Business Services Department. Permission will not be granted until all necessary documents, such as certificates of insurance, are received by the District. User will be mailed a copy of this Application and Agreement for the Use of Facilities when permission is granted, and this copy of the Agreement should be carried by the user as proof of permission for facility use.

In accordance with Education Code Sections 38135-38136, the FACILITY USER acknowledges, to the best of his or her knowledge, 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, the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means, and the FACILITY USER 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.

Applicant (Please Print)	Applicant (Signature)	Date

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Anyone applying to use school facilities shall do so as specified in district procedures and in accordance with law.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131, 51860)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age
5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities for youth that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization
10. A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)
11. Bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students by local law enforcement, public agencies, nonprofit associations, or organizations specified in Education Code 38134
12. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco
4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

When permitted by law, the Superintendent or designee shall require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Notes (Full Rules and Regulations)	Tier I	Tier II	Tier III
• Minimum 2-hour rental for all facilities. • The number of custodians shall be determined by the District depending on the use and number of particpants. • Custodial fee will be charged for set-up and clean up of rooms when requesting chairs and tables or any other type of special set-up (limitations - call for information). • All interior weekend use requires custodian/representative to be on campus for the duration of the rental, hourly fee is in addition to the hourly facility charge. • Outdoor weekend use that does not require access to restrooms shall be assessed a $62 open and close fee for access to fields/courts, etc and no custodian/representative will remain on campus, therefore user groups assume all responsibility for clean up.	District and Approved Community Support Groups meeting specific criteria*	Direct Cost Groups Groups that benefit the welfare of students within the District and; • Current registration as a California non-profit, registered 501(c)3 • Public agencies • Non-profit universities or colleges that sponsor or conduct activities that benefit the District • Non-profit recreational youth sports groups	Fair Rental Value All other groups
Application Fee *(nonrefundable)*	**No charge**	**$25**	**$25**
ATHLETIC FACILITY			
Facility Type	**Hourly**	**Hourly**	**Hourly**
Softball and baseball field *(per field)*	No charge	$3	$35
General field *(unlined field, grass area, etc.)*	No charge	$3	$35
Basketball Court	No charge	$15	$45
Football Field/Turf only no lights	No charge	$60	$130
Football Field/Turf only with lights	No charge	$100	$170
Track only - no field access	No charge	$40	$45
Gymnasium	No charge	$45	$100
SCHOOL FACILITY			
Elementary Classroom	No charge	$20	$45
Elementary Common Room *(mutli-purpose room, library, etc.)*	No charge	$50	$120
Middle/High School Classroom	No charge	$20	$45
Middle/High School Common Room *(cafeteria, library, etc.)*	No charge	$50	$120
Outdoor Lunch/Courtyard Area *(all locations)*	No charge	$20	$35
Performing Arts Centers: ***for events where the public is invited.*** Additional charges may apply depending on use. Please call.	No charge	$140	$225
Performing Arts Centers ***for practice/rehearsals, no public access.*** Additional charges may apply depending on use. Please call.	No charge	$85	$135
Lighting/Sound Tech *(required with equipment use, 4 hours minimum)*	No charge	$115	$125
Restrooms *(if not part of rental, ex. parking lot)*	No charge	$15	$35
Parking Lot	No charge	$20	$45
Custodial Charges per hour *(weekday)*	No charge	$40	$40
Custodial Charges per hour *(weekend/holidays)*	$60	$60	$60
Open/Close fee *(for outdoor rentals that do not require access to restrooms or interior spaces, user groups assume responsibility for clean up)*	No charge	$60	$60

ADDITIONAL

All users must comply with District Policy, Administrative Regulation, and Rules and Regulations. The District has the right to cancel any use for any bona fide reason and suspend outdoor facility and field use, including uses subject to an issued permit, for games, practices and other uses whenever field conditions might result in damage to the fields or injury to players.

Reservations must be submitted at least two weeks prior to intended use date(s). Full payment must be received by the District prior to use. Cancellation Policy: Renter must notify Needles Unified School District of a cancellation 7 business days in advance to avoid paying $25 cancellation charge. Five or more cancellations without notice may result in denial of future use.

If you are interested in using any District facility for commercial film and television production, we quote location fees on a case by case basis. We require a copy of the script and proof of insurance. Our fee is based on the number of vehicles, size of the crew, time of year, and the length of the shoot. Many of our schools and locations are
within the 30-mile studio zone.

* - Current registration as a California non-profit, registered 501(c)3; help students and/or families in need by providing food, health services, extended learning, child development, enrichment opportunities, general resources, etc. at no cost; no charges for any service or product the non-profit offers; supports predominantly students and families within district boundaries; no commercial marketing or sales offerings; must submit annual authorization request for BOE approval to be classified under "Tier I".