



SIERRA SANDS

Unified School District

Engaging All Learners

Sierra Sands Unified School District

Facility Use Application

**113 W. Felspar Ave.
Ridgecrest, CA 93555**

(Submission of this Application does not constitute approval.
Facility use is not authorized until a Facility Use Agreement is fully executed by the District.)

Responsible Person Initials _____

APPLICANT NAME:

Applicant Organization Information:

Name _____ Signature _____

Address _____

Phone _____ Email _____

Responsible Person Information: (By signing, the Responsible Person declares he/she has the authority to commit the Applicant Organization to, and personally guarantees to, fulfill this Application, its Terms of Use, the Facility Use Agreement, and any other requirements in accordance with applicable law, Board-adopted policies, the Facility Use Manual, and the Facility Use Agreement.)

Name _____ Signature _____

Address _____

Phone: _____ Email _____

Nature of Activity/Event _____

Anticipated Participants _____ # Anticipated Spectators _____

Applicant has received, or intends to receive, cash, fees, donations, or other financial benefits, with total receipts for event(s): \$ _____, and the net proceeds will be used for _____

Is participation/attendance open to the public? ☐ YES ☐ NO

EVENT INFORMATION:

SSUSD District Site Requested _____

Facility/Room/Area Requested _____

Name of Event _____

Responsible Person Initials _____

Event Date(s)_____

Start Time_____am/pm End Time_____am/pm

Entry Time_____am/pm Exit time_____am/pm

Equipment Requested:

☐ Heat/Air	☐ Projector/Screen *	☐ Podium
☐ Tables #_____	☐ Chairs #_____	☐ Smart Board w/HDMI
☐ Scoreboard	☐ Speakers & Soundboard *	
PPAC Center and Athletic Field Applications include additional use menus including inventory assets available for rent/use and other information unique to their use.		

* A Video or Sound Technician may be required, at additional cost.

Additional Equipment Requested:_____

Event Details:

By signing this Application, the Applicant acknowledges that approval is contingent upon execution of a Facility Use Agreement and agrees to comply with the District's Facility Use Manual, the Facility Use Agreement, and all applicable laws and Board-adopted policies.

REQUIRED CERTIFICATION AND TERMS AND CONDITIONS

CONDITIONS FOR USE OF SCHOOL FACILITIES: FACILITY USER, ("User,") agrees that the School District makes no representations or warranties as to the condition of the facilities which the User will use, and User agrees to take such Facility "AS IS." User shall comply with all applicable laws, Board-adopted policies, and the requirements set forth in the Facility Use Manual and Facility Use Agreement. User acknowledges that it shall be its responsibility and obligation to ensure that the property and facilities are in proper and safe condition to be used for the purpose and event requested. User further acknowledges its obligation to abide by the District's rules, regulations, terms, and conditions for the use of facilities (**See "Terms and Conditions" Sections I. through V. below**). By the Applicant's signature below, User agrees to all such terms and conditions, and acknowledges that

Responsible Person Initials _____

Facility use is contingent upon compliance with these rules, as well as any requirements specified by the Facility site administrator.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: User agrees to indemnify, defend, and hold harmless the District in accordance with the terms set forth in the Facility Use Agreement. The executed Facility Use Agreement contains the complete and controlling indemnification provisions.

TERMS AND CONDITIONS

SECTION I: GENERAL RULES AND REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Foodstuffs may not be sold without applicable food permits from the local environmental health department.
2. Display or signs must be approved by the School District.
3. Use of alcohol, drugs and other intoxicants are absolutely prohibited.
4. No smoking or “non-smoking” products shall be permitted on the premises. “Products” include “vapes,” pipes, cigarettes, cigars, and other smoked products, and chewing tobacco and other non-smoked products.) “Premises” include inside or outside the Facility, all parking areas, walkways, or other School District property.
5. Applicant organizations shall be responsible for proper supervision of all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
6. Application for, and use of facilities may be granted for a period not to exceed three months. Applications may be renewable, and Terms & Conditions may be revoked or changed at any time in accordance with applicable law, Board-adopted policies, and the Facility Use Manual.
7. This permit is not transferable.

SECTION II: INSURANCE REQUIREMENTS

A minimum of ten days in advance of Facility use, User shall provide insurance in accordance with the requirements set forth in the District’s Facility Use Manual and Facility Use Agreement, which are incorporated herein by reference. User shall furnish the School District with a **“Certificate of Insurance”** and a separate **“Additional Insured Endorsement”** naming the School District, its Board Members, officers, employees, agents, and volunteers as an Additional Insured to the applicants CGL insurance policy. (See example below) Insurance shall be issued by an insurance company 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. If Non-Admitted insurance is provided, then acceptability shall be subject to review and determination by the District’s Risk Manager or designee.

Required insurance shall include Commercial General Liability (CGL) 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

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per occurrence. 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 User's liabilities or obligations for liability under the indemnification provision Permits or Agreements. (See Example Below)

SECTION III: DAMAGE TO DISTRICT PROPERTY

User agrees as an organization to be responsible for all damage to School District Property that may arise during or by the permitted activity.

SECTION IV: FIRE AND SAFETY REGULATIONS

1. At no time shall the number of people admitted to the Facility or any room thereof exceed the legal seating capacity allowed.
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 without prior written approval.

SECTION V: FACILITY USERS

The use of School District facilities shall be determined in part, based upon availability and priority order. The priority order for usage is as follows:

1. SSUSD school events & activities, internal clubs, and recognized school groups
2. Facility and Grounds Maintenance
3. Community use, non-profit (Scouts, league & club sports, senior groups, etc.,)
4. Community use, for-profit (public presentations, performances, recitals, etc.,)
5. Religious services, church group functions, etc.,

Pursuant to the Civic Center Act, as available, 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: Girl/Boy Scouts, Campfire Girls, Parent-Teacher Associations and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, All priority categories shall be applied in a viewpoint-neutral manner consistent with applicable law.

All other users may be granted use of the Facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings. Fees may be required in compliance with Regulatory Codes from for-profit organizations and non-profit organizations, according to the published Fee Schedule. These fees are used to reimburse expenses for use, repair, and maintain the facilities. All priority categories shall be applied in a viewpoint-neutral manner consistent with applicable law.

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Users holding functions or meetings where admission fees are charged, or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the School District or for charitable purposes may be charged by the School District an amount equal to fair rental value of the property.

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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):

Sierra Sands Unified School District
113 W. Felspar Ave.
Ridgecrest, CA 93555
its Board Members, Officers, Employees,
Agents, and Volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.