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Darren Q. Sylvia
Superintendent

FACILITIES USE CHECK LIST

Event: _____ Date: _____

Room/Facility: _____

School Site: _____

- 1. Has the Application and Permit for use of School Facilities been received and signed?
- 2. Has the Agreement of User to Hold Harmless and Statement of Information been received and signed?
- 3. Has the Certificate of Insurance with additional insured endorsement been received?
- 4. Once all three forms are received, has payment been obtained (if required)?
- 5. MOT Signature for authorization
- 6. Principal Signature for authorization

CHAWANAKEE UNIFIED SCHOOL DISTRICT
USE OF FACILITIES

Procedures for Submitting Requests

1. All three of the attached forms must be completed, and properly signed prior to submission to the District for approval. (Application and Permit, Agreement of User to Hold Harmless, Statement of Information)
2. Please submit all information to the office at the site you wish to use. In addition to the three forms, you must include a copy of your organizations Certificate of Insurance with an additional insured endorsement naming Chawanakee Unified School District, its officers, board members, agents and employees as additional insured to the commercial general liability policy, indicating coverage of \$1,000,000. If the Certificate of Insurance and additional insured endorsement is not immediately available, please attach a statement that includes:
 - a) Name of the insurance company and contact person
 - b) Date that you made a request for a certificate
 - c) The estimated date the certificate will be received by the Chawanakee Unified School District

Important: Prior to the scheduled event, the Certificate of Insurance and additional insured endorsement must be received by the District.

3. Rental fees and or charges for services will be paid for at the site to be used when the above named forms are presented and approved.
4. If you have any questions about the procedures, please contact the site in which the packet was picked up.

CHAWANAKEE UNIFIED SCHOOL DISTRICT
APPLICATION AND PERMIT
FOR USE OF SCHOOL FACILITIES

Date: _____ (Submit application no later than 10 days prior to date of usage.)

The _____ herein after referred to as the "Organization" is (mark one):

1. ___ Girls Scouts, Boys Scouts, Camp Fire, Inc.
2. ___ Parent-Teachers' Association
3. ___ School-Community Advisory Committee
4. ___ Youth Sports Organization
5. ___ Adult Sports Organization
6. ___ Other (Explain) _____

This organization hereby applies for permission to occupy _____ (facility/room) at _____ School on _____ (date or dates) during the hours of _____ to _____. The average attendance is estimated at _____ (number).

Admission will be charged: ___ YES ___ NO AMOUNT: \$ _____

Particular instructions or facility arrangement requested is:

Insurance Information:

Company Name: _____ Policy Number: _____
Additional Insured's: _____ Policy Number: _____
Expiration Date: _____

Rate Calculations:

Basic Rate \$ _____ X hours = _____

Additional Charges:

Custodial: _____
Grounds: _____
Total Charges: _____

I, _____, representing _____ do acknowledge the receipt of the rules and regulations as contained in this package including Board Policy (BP 1330) and corresponding administrative regulations related to my usage of the District facilities and hereby agree to abide by them. If the rules and regulations are not followed, I am aware that I am personally liable for any charges incurred by my group due to my negligence in not adhering to the rules and regulations.

Signature of Organization's Representative Date

Address

Chawanakee Unified School District: _____
Chawanakee Unified Authorized Agent Date

**AGREEMENT OF USER TO HOLD
CHAWANAKEE UNIFIED SCHOOL DISTRICT HARMLESS**

User hereby agrees to indemnify and hold the CHAWANAKEE UNIFIED SCHOOL DISTRICT, its officers, agents and employees harmless from any claims made against the CHAWANAKEE UNIFIED SCHOOL DISTRICT, its officers, agents or employees, for any liability, loss, expense, settlement, or judgment which may be incurred by reason of personal injury, bodily injury, death, loss of or injury to property, or loss of any other sort which may be sustained by any person or entity, including, but not limited to, officers, agents or employees of the CHAWANAKEE UNIFIED SCHOOL DISTRICT, officers, agents and employees of User and any other person or entity, arising from or in any way related to, whether directly or indirectly, the activity described below, regardless of whether the injury, loss or damage occurs on or off property of the CHAWANAKEE UNIFIED SCHOOL DISTRICT.

User agrees to so indemnify CHAWANAKEE UNIFIED SCHOOL DISTRICT completely with respect to the claims described herein, regardless of whether any negligence or other fault on the part of the CHAWANAKEE UNIFIED SCHOOL DISTRICT, whether active or passive, in any way caused or contributed to the injury, damage or loss which is the basis of the claim. User further agrees that with respect to any such claims, User will defend all claims, actions or suits which may be brought against the CHAWANAKEE UNIFIED SCHOOL DISTRICT, its officers, agents or employees, and shall pay all cost or expense, including attorney's fees, incurred in the defense of such action, and shall further pay any settlement or judgment made or rendered in any such actions as against the CHAWANAKEE UNIFIED SCHOOL DISTRICT, its officers, agents or employees.

It is further agreed that in the event of any dispute under the terms of this Agreement, the prevailing party in any action shall be awarded attorney's fees and costs, including such attorneys' fees and costs as may be incurred in the prosecution or defense of any action to determine the rights or liabilities of the parties under this Agreement, and any attorneys' fees or costs which may be incurred prior to the institution of any action because of any dispute which may arise concerning this Agreement.

ACTIVITY: _____

(This is a general description of the activity, only, and does not in any way limit the indemnity right of CHAWANAKEE UNIFIED SCHOOL DISTRICT described above.)

AUTHORIZED AGENT OF USER WHO AGREES, ON BEHALF OF USER, TO THE TERMS OF THIS INDEMNITY AGREEMENT:

User: _____
Print Name Signature/Title

Address: _____

Telephone: _____ Date: _____

AGREED TO BY THE CHAWANAKEE UNIFIED SCHOOL DISTRICT:

_____ Signature/Title
Chawanakee Unified Authorized Agent

Date: _____

**CHAWANAKEE UNIFIED SCHOOL DISTRICT
STATEMENT OF INFORMATION**

The undersigned, as duly authorized representative for _____, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school property upholds and defends the Constitution of the United States of America and the State of California.

Signature

Date

Organization

Date

Fee Structure for Facilities Use in Chawanakee Unified School District
 Approved by the Board of Trustees on April 27, 2007

EFFECTIVE JULY 1, 2007

Building	Non Profit (youth and school activities)**	Non-Profit ***	For-Profit ****
Classrooms			
Multi-purpose w/o kitchen	No charge	\$10 per hour	\$20 per hour *
Multi-purpose w/ kitchen *	No charge	\$30 per hour	\$50 per hour *
High School Gym *	No charge for room *	\$60 per hour *	\$90 per hour *
Library *	No charge for room *	\$75 per hour *	\$100 per hour *
Computer Labs *	No charge for room *	\$50 per hour *	\$70 per hour *
Restrooms	No charge for room *	\$80 per hour *	\$120 per hour *
Scout Building	No charge	\$10 per hour	\$20 per hour *
Scout Building w/ kitchen *	No charge	\$20 per hour	\$40 per hour *
Field K-8	No charge for room *	\$30 per hour *	\$70 per hour *
Field 9-12	No charge	\$20 per date	\$40 per date
	No charge	\$35 per date	\$60 per date

* May require a district employee on site at all times at the actual benefited cost per hour. Will require 2 hours each to open and close the building if rental time exceeds 2 hours.

** In lieu of fees paid, it is suggested that community service projects be performed for the District/Community and agreed to by the District.

*** A deposit of \$100 per event is required, which will be returned when the room is left in the condition it was found.

**** A deposit of \$200 per event is required, which will be returned when the room is left in the condition it was found.

Board Policy 1330 says, "The Board authorizes the use of school facilities or grounds without charge (during regular school staffed hours) by nonprofit organizations, clubs, or associations organized to promote youth and school activities. In accordance with Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire, Inc., parent-teacher associations, and school-community advisory councils. Other groups, including nonprofit groups not organized to promote youth and school activities or for-profit groups that request the use of school facilities under the Civic Center Act shall be charged at least direct costs."