

USE OF SCHOOL FACILITIES

PROCEDURES FOR USE OF SCHOOL FACILITIES

The Lemoore Union High School District is committed to the provision of quality, higher education instruction and public service. The Lemoore Union High School District facilities are available for community use when such use does not conflict with district programs and operations and shall be sufficiently available to allow meaningful use by outside community groups. The District reserves the right to refuse the use of its facilities and equipment to any group when it deems it to be in the best interest of the institution.

In order for any group or organization to use LUHSD facilities two weeks prior to use, they must:

___ Obtain Facilities Use Request Packet (E 1330) from the LUHSD Office or www.luhsd.k12.ca.us. Contracts are approved on a quarterly basis (mid-July approval for August through mid-November contracts; mid-October approval for mid-November through March contracts; mid-February approval for April through July contracts) Packets MUST be completed by the designated representative of the organization requesting the use of the facilities.

___ Submit the completed Facilities Use Request Packet to the Site Principal for review. A completed packet includes the following items:

- A. Procedures for Use of School Facilities (a)
B. Hold Harmless Agreement Terms & Conditions, signed (c)
C. Fee Schedule with costs circled (d)
D. Rules Governing Facility Use (e)
E. Public Facility Use Form (f)
F. LUHSD In-House Facility Use Form (g)
G. Insurance Binder showing Lemoore Union High School District, 5 Powell Ave., Lemoore, CA 93245, as an additional insured for not less than \$1,000,000.

Upon approval of event, date, terms, and cost, the District will schedule the event on the LHS Master Calendar and send a confirmation letter to the requesting organization. The requested facility is not to be used until the confirmation letter is received.

The requesting organization will have 10 working days following the conclusion of their contract to submit the appropriate fees to the LUHSD Business Office. Failure to do so may result in the loss of privilege to rent LUHSD facilities.

This is: [] School Related Organization (NC) [] Non-profit group (DC) [] Religious group (DC)
[] Club/Association promoting youth and school activities (DC)
[] Other (FVC) (Admission charged/ Contributions Solicited/No charitable purpose or welfare of students)

No Charge _____ Direct Cost \$ _____ Fair Value Cost \$ _____ (See Terms & Conditions)

Site Principal Approval _____ Date _____

District Approval _____ Date _____

USE OF SCHOOL FACILITIES**HOLD HARMLESS AGREEMENT TERMS & CONDITIONS**
THESE PROVISIONS CANNOT BE DELETED

INSURANCE: Organization agrees to obtain at its sole expense and to provide evidence of liability providing for minimum liability coverage of \$1,000,000 for bodily injury damage arising from the use of District's facility. Such policy must provide coverage on an occurrence basis. At the request of the district, such liability insurance policy or policies shall name the DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED WITH RESPECT TO ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT. Such coverage for additional insured shall apply as primary insurance. Any other insurance, or self-insurance, maintained by the District, its officers, agents and employees, individually and collectively, shall be excess only and on-contributing with insurance provided under Organization's policies. Organization's insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to the District.

LIABILITY*: If your organization is a recognized parent booster or scouting organization, by using the facility you agree to defend, indemnify and hold harmless the district, its board, officers, employees and agents from liability for any claim, liability, losses or injuries resulting from the negligence, intentional conduct, and errors or omissions of the user group or any of its employees, officers, employers, members, ~~or~~ agents, invitees, or anyone accessing the subject facilities at any time during, or as a result of, the Organization's use of the subject facilities.

If you are an organization other than a parent booster or scouting organization, by using the facility you agree to defend, indemnify and hold harmless the district, its board, officers, employees and agents from liability for claims, losses or injuries of any kind that may result from the negligence, intentional conduct, and errors or omissions of the user group or any of its employees, officers, employers, members, agents, representatives, invitees, or anyone accessing the subject facilities at any time during, or as a result of, the Organization's use of the subject facilities.

*If the organization is the University of California or California State University, or any sub-division thereof, then the following shall apply: Organization will be liable for injuries resulting from the use of facilities or grounds and for all other resulting damages or injury in preparation to and to the extent such injuries or damages are caused by or result from the negligent acts or emissions of Organization, its officers, agents or employees, invitees, or anyone accessing the subject facilities at any time during the Organization's use of the subject facilities. Organization hereby agrees to indemnify and hold harmless the District, its agents and employees, from all claims, actions, demands, liability, responsibility, damages, less, cost and expenses of any nature whatsoever arising from Organization's use of the District facilities or grounds, including the cost of defending District, its agents and employees against claims, actions or demands. Organization will also be liable for any destruction of school property caused by Organization and may be charged an amount equal to all damages and further use of facilities may be denied.

Organizations will also be liable for any damage or destruction of school property and may be charged an amount equal to all damages and further use of facilities may be denied.

The provisions of this Section "Liability & Indemnification" shall survive the termination or expiration of this facilities use agreement.

USE CHARGE: The governing board of any school district shall grant without charge the use of any school facilities or grounds under its control, when an alternative location is not available. The foregoing does not apply is such organization is using school facilities for fundraising activities which are not beneficial to youth or public school activities of the district. The school district may charge an amount not to exceed its direct costs for activities other than those specified above pursuant to an adopted policy specifying those activities which shall be charged. If the school district authorizes the use of school facilities or grounds by any church or religious organization which has no suitable meeting place for the conduct of the services the district shall charge the church or religious organization an amount not to exceed its direct costs. In the case of entertainments 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 district or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which charge shall be equal to fair rental value. "Fair rental value" is the direct costs to the district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

IMPROPER USE: Any use by an individual, society, group or organization 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 or of

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the state by force, violence, or other unlawful means shall not be permitted or suffered. By signing this agreement the undersigned agrees, to the best of his/hers 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 that, the Organization on whose behalf he/she is making application for use of school property, does not, to the best of his/her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his/hers knowledge, 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.

PROTECTION OF PROPERTY: School property must be protected from damage or mistreatment, and each third party user must be responsible for the condition in which it leaves the school facilities or grounds. In case school property is damaged, or must be cleaned as a result of such use, the same shall be paid for or reimbursed by Organization.

Organization agrees to all terms and conditions above, accepts fees charged for facility use according to the District Fee Schedule, and agrees to abide by all of the rules governing use of the facilities. Information on fees is attached and also available in the Business Office. This Agreement is not effective until the organization has received a confirmation letter from LUHSD.

Date: _____

Signature of Organization's Representative

Date: _____

Signature of Authorized District Representative

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**FEE SCHEDULE
(Minimum Hour Rental)**

	Additional Costs	Total Costs	Time/Hrs	Total
JV/F Softball Field JV/F Baseball Field Rhoads Field	Chalking Fields \$19.50/hr	*\$12/**\$15 per field		
Reg Ed Classroom Concession		*\$15/**\$30		
Janitorial Staff Exterior Courts Field/Court Lights	(If Janitorial staff is required after their regular work hours, OT may apply)	*/**\$20		
Locker Rooms Small Gym Cafeteria Dining Room Cafeteria Kitchen	Mandatory Food Handler \$20 /hr	*\$22.50/**\$37.50		
Swimming Pool Large Gym Stadium Auditorium Presentation Center	Certified Lifeguards Required Sound System/Staff/Theater Lighting \$35/hr Sound System/Staff/Theater Lighting \$35/hr	*\$30/**\$45		
Event Center Bleachers Vinyl Flooring Backboard/Net Set Up Concession Area PA System Utilities	Air Conditioning/Heat/Lights \$30/hr	*\$500/**\$750 daily */**\$50 per side */** \$200 */**\$50 */**\$50 */**\$25		
Custodial Supplies Equipment Use Charge	\$0.25 per person per day \$0.25 per chair \$5.00 per table	<u>REQUIRED</u> _____ # of people in attendance		
				Total

*Nonprofit ID _____/**Private

Additional charges will apply for Event Center Air Conditioning

Security may be required, depending on the nature of the event and the estimated number of participants or spectators attending. If security is required, the organization will be responsible for contracting and providing licensed security guards.

District contact numbers:

Michael Doria, Director of Maintenance and Operations (559) 924-6600 x 361 (Office) (559) 799-3225 (Cell)

Juan Casarez, Lead Custodian-Evenings (559) 670-8375 (Cell)

Updated: May 11, 2017

**Lemoore Union High School District
Lemoore, CA 93245**

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RULES GOVERNING FACILITY USE

1. Charges for the use of facilities and premises are set at time of application. Adjustments to charges will not be made once the contract has been approved by LUHSD.
2. Alcoholic beverages are prohibited. Smoking/tobacco is also prohibited at all times.
3. Keys are not to be shared or copied.
4. All tables, chairs, and sports equipment must stay in designated areas at all times.
5. Bicycles, skateboards, skates, scooters or pets (except Service Dogs) are prohibited on campus.
6. Posting of materials is to be confined to bulletin boards or easels approved for that purpose. Taping or stapling to any wall surface or door is prohibited.
7. Event Center bleachers are not to be used for athletic exercise.
8. Rental fees, staff salaries, and key deposits may be subject to advance payment. All contracted fees are due to the LUHSD Business Office within 10 working days following the conclusion of the contract.
9. If determined necessary, a custodian or representative from the district will be assigned to work the event. Charges will be billed to the organization renting the facility. Whenever a custodian, or special instructions or equipment is needed or required, arrangements must be made with the (to be determined by administration) a minimum of two weeks in advance.
10. Vehicles are permitted in parking lots only.
11. All organizations using Lemoore Union High School District facilities must provide the District with a Certification of Insurance. The Certificate of Insurance must be provided with the application to be considered. The public liability coverage shall be not less than \$1,000,000 for a combined single limit, evidence of team medical coverage, and if activity is for a profit, evidence of Worker's Compensation Coverage.
 - a. Lemoore Union High School District shall be named as an additional insured.
 - b. Certificate of Insurance must be attached to the application before being submitted to the District Office for final approval.
12. No outside tables or chairs may be brought into facilities, all chairs and tables must be provided by the district.
13. Tampering with any building equipment, safety equipment, or the damaging of any facilities will not be tolerated. Violators will be prosecuted.
14. Guests are expected to leave facilities clean and orderly at the completion of an event. Any cleanup or damages over and above routine services will be charged to the user and will be subject to a janitorial and or repair fee to the user.
15. If any equipment breaks or the facility is in need of repair during an event, the district must be notified immediately. No repairs or alterations can be made unless approved any a district representative.

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PUBLIC FACILITY USE FORM

Sponsoring Organization or Group: _____

Official Contact Person: _____ Signature _____

Address: _____ Phone: _____

Estimated Attendance: _____

FACILITY and/or EQUIPMENT REQUESTED

FACILITIES REQUESTED	EQUIPMENT/FURNITURE

SCHEDULE EACH DATE AND HOURS NEEDED

Date(s)	Hours	Activity

FOR DISTRICT USE ONLY

INSURANCE VERIFICATION REQUIRED: Proof of Insurance Attached Yes No

Company Name: _____ Policy No: _____

LUHSD has been named Additionally Insured: Yes No Expiration Date: _____

Site Admin Approval <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Maint Dir Approval <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Cafeteria Approval <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Athletic Dir Approval <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Activities Dir <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Stagecraft Teacher <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
LUHSD Approval <input type="checkbox"/> Yes <input type="checkbox"/> No	

__July_____, _____ __Oct. _____, _____ __Feb. _____, _____

Confirmation letter mailed on _____

BILLING INFORMATION

HOURS/QTY	ITEM	RATE	TOTAL
	TOTAL CHARGES	*	

*Reminder: Charges are FINAL upon LUHSD approval of contract.

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LEMOORE UNION HIGH SCHOOL DISTRICT
IN-HOUSE FACILITY USE FORM

Event/Activity: _____ Coordinator: _____ Ext# _____

Date Of Activity: _____, _____ Time Of Activity: _____ to _____
(Weekday) (Month/Date/Year) (Start time: AM/PM) (End AM/PM)

Early Date/Setup Time (if early set up required) : _____

(Please provide accumulative dates on a separate sheet and attach to this form to include start and end times if different):

Refreshments:

_____ Coffee/Punch _____ Food/Table Service _____
_____ Other _____ (If Cafeteria Kitchen provides, make arrangements with Extension # 230)

Site Preparation:

_____ Site
_____ Classroom(S) _____ Time Open: _____ AM/PM Time Closed: _____ AM/PM
_____ Event Center/Lobby _____ Time Open: _____ AM/PM Time Closed: _____ AM/PM
_____ Restrooms _____ Time Open: _____ AM/PM Time Closed: _____ AM/PM
_____ Concessions Stand _____ Time Open: _____ AM/PM Time Closed: _____ AM/PM
_____ Heating/Cooling _____ Time On: _____ AM/PM Time Off: _____ AM/PM
_____ Field/ Lights _____ Time On: _____ AM/PM Time Off: _____ AM/PM
_____ Golf Cart(S) _____ Delivery Time _____ AM/PM Return Time: _____ AM/PM
SITE: _____ SITE: _____

Equipment Request (Please circle and indicate number needed):

_____ Tables _____ Carpet/Turf/Vinyl Flooring _____ TECHNOLOGY DEPT _____ AUDITORIUM
_____ Chairs _____ Flag _____ Projector (LCD/Overhead) _____ Stage Lights
_____ Stage or Risers _____ Banner _____ Computer _____ Stage Sound
_____ Podium _____ TV/VCR/DVD _____ Large or Small Screen _____ Video Camera
_____ P/A System (# Mics _____) _____ Extension Cord(s)

Special Set Up Instructions: _____

DRAWING OF SET-UP: MISCELLANEOUS NOTES:

Copies to: Maintenance () Athletic Director () Activities Director () Cafeteria () Stagecraft Teacher () Technology ()

District Contact Phone Numbers:

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Juan Casarez, Lead Custodian, Evenings-Cell (559) 670-8375