

USE OF SCHOOL FACILITIES

PROCEDURES FOR USE OF SCHOOL FACILITIES

The Lemoore Union High School District ("LUHSD" or "District") is committed to the provision of quality, higher education instruction and public service. LUHSD 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. LUHSD 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 District.

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

___ Obtain a 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
B. Hold Harmless Agreement Terms & Conditions, signed
C. Fee Schedule with costs circled
D. Rules Governing Facility Use
E. Public Facility Use Form
F. LUHSD In-House Facility Use Form
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.
H. Coronavirus Addendum

Upon approval of event, date, terms, and cost, the District will schedule the event on the LUHSD 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 non-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: 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, loss, 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.

The provisions of this Section “Liability” shall survive the termination or expiration of this facilities use agreement.

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 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/her 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

Updated: July 9, 2020

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

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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. Field Lights \$20/hr. Concession \$20/hr.	*\$12/**\$15 per field		
Reg Ed Classroom		*\$15/**\$30		
Exterior Courts	Court Lights \$20/hr.	*/**\$20		
Cafeteria Dining Room Cafeteria Kitchen	Mandatory Food handler \$20/hr.	*\$22.50/**\$37.50		
Small Gym		*\$22.50/**\$37.50		
Large Gym		*\$30.00/**\$45.00		
Stadium	Field Lights \$20/hr. Each Concession \$20/hr. Heating/Air \$20/hr.	*\$30.00/**\$45.00		
Auditorium Presentation Center	Sound System/Staff/Theater Lighting \$35/hr.	*\$30.00/**\$45.00		
Swimming Pool	Certified Lifeguards Required	*\$30.00/**\$45.00		
Event Center Bleachers Vinyl Flooring Backboard/Net Set Up Concession Area PA System	Heating/Air/\$30/hr.	*\$500/**\$750 daily */**\$50 per side */** \$200 */**\$50 */**\$50 */**\$25		
Custodial Supplies	\$0.25 per person per day	<u>REQUIRED</u>		
Equipment Use Charge	\$0.25 per chair \$5.00 per table	_____ # of people in attendance		
Janitorial Staff	(If Janitorial staff is required after his/her regular work hours, OT may apply)			
				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.

Additional Custodian fees may be charged at a rate of \$35/hour for additional cleaning and disinfecting during a pandemic

District contact numbers:

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

Rudy Ambriz, Lead Custodian-Evenings (559) 670-4519 (Cell)

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Lemoore, CA 93245

USE OF SCHOOL FACILITIES

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 Director or Maintenance and Operations 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.
16. Use and occupancy of LUHSD property shall be primarily for the educational programs of the District. Any authorized use or occupancy of the property for other than District purposes shall be secondary and subordinate to this primary purpose. LUHSD will assume no obligation in the event that a change of day or time is requested once an application has been approved. LUHSD reserves the right to cancel as a result of extenuating circumstances. Any permit may be revoked without previous notice where conflicting days have resulted or where need of the property for District purposes has subsequently developed. Permits may be revoked for other causes at any time upon reasonable notice. Permits are not transferable.

PUBLIC FACILITY USE FORM

USE OF SCHOOL FACILITIES

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	Maintenance 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.**

USE OF SCHOOL FACILITIES

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):

TECHNOLOGY DEPT AUDITORIUM
_____ Tables _____ Carpet/Turf/Vinyl Flooring _____ Projector (LCD/Overhead) _____ Stage Lights
_____ Chairs _____ Flag _____ Computer _____ Stage Sound
_____ Stage or Risers _____ Banner _____ Large or Small Screen _____ Video Camera
_____ Podium _____ TV/VCR/DVD
_____ 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:

Michael Doria, Director Maintenance & Ops-Office (559) 924-6600 x 361; Cell (559) 799-3225
Rudy Ambriz, Lead Custodian, Evenings-Cell (559) 670-4519

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Lemoore, CA 93245

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LEMOORE UNION HIGH SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM (Attach to Application)

Date of Application: _____ Requested Facility: _____

Multi-Purpose Room _____ Kitchen _____ Classrooms(s) _____ Other: _____

Month: _____ Day(s) of Month: _____ Time(s): _____

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

- 1. Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), the Applicant/Representative (the "FACILITY USER") agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines").
a. https://covid19.ca.gov/
b. https://www.cdc.gov/coronavirus/2019-ncov/index.html
c. Coronavirus Disease 2019 (COVID-19) | Kings County (countyofkings.com)
2. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.
4. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines.
5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER's sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).
6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers.
7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Lemoore Union High School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and

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volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

- 8. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.**

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.

Name of FACILITY USER's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Work Phone: _____ Other Phone: _____