

# LEMOORE UNION HIGH SCHOOL DISTRICT

**DEBBIE MURO**  
District Superintendent

5 Powell Avenue, Lemoore, CA 93245  
(559) 924-6610 ~ FAX (559) 924-9212 ~ [www.luhdsd.k12.ca.us](http://www.luhdsd.k12.ca.us)

**VICTOR ROSA, Ed.D.**  
Assistant Superintendent  
Curriculum & Instruction

October 14, 2015

Maira Aguilar  
2222 W. Shaw Ave #201  
Fresno, CA 93711

Dear Ms. Aguilar:

Enclosed, please find a copy of the LUHSD Facilities use contract with American Cancer Society, Inc., Relay for Life for use of the Tiger Stadium, tables, chairs and trash bins 4/29/16 beginning at 8 AM for set up, 4/30/16 from 6 AM to midnight and 5/1/16 from midnight to 3 PM. The contract is approved only for the use of facilities authorized in the Relay for Life Facilities Contract.

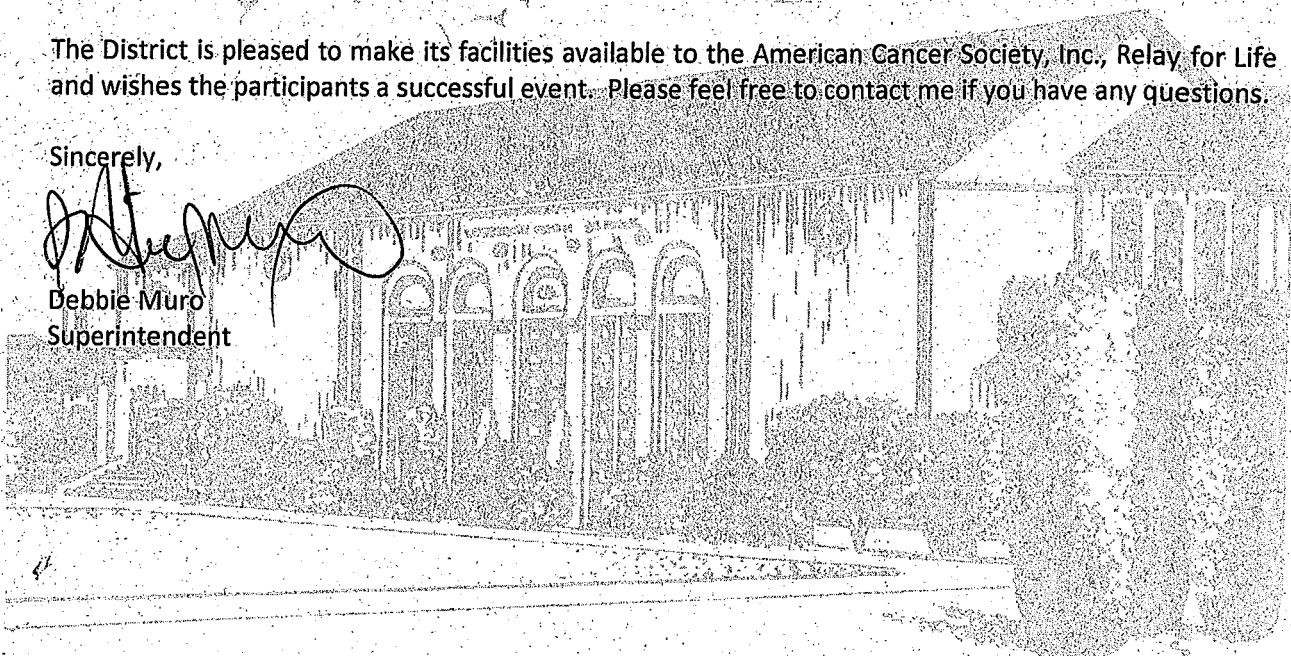
The Maintenance Department will open and close the facilities for your scheduled dates. Please do not share, duplicate, or provide keys to anyone who may be assisting you with this event.

You will receive your bill in a separate mailing. The American Cancer Society, Inc., Relay for Life will be charged for all dates requested on the contract even if the facilities are not used, so please make any necessary updates by Monday, April 18, 2016. The requesting organization will have 10 working days following the conclusion of their contract to submit the appropriate fees to the LUHSD Business office.

The District is pleased to make its facilities available to the American Cancer Society, Inc., Relay for Life and wishes the participants a successful event. Please feel free to contact me if you have any questions.

Sincerely,

  
Debbie Muro  
Superintendent



## TRUSTEES

Jeanne Castadio • John Droogh • Lois Hubanks • Kathy Nevés • Lupe Solis Ed.D.

## 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:

\_\_\_ Obtain Facilities Use Request Packet (E 1330 a-e) from the School Office. 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 (E1330 (a)).
- B. Hold Harmless Agreement completed and signed (E 1330 (b)).
- C. Facility Fee Schedule with costs circled (E 1330 (c))
- D. Rules Governing Facility Use (E 1330 (d)).
- E. Public Facility Use Form completed, with signature (E1330(e) for Public use); (E 1330 (f) for In-House use)
- F. Insurance Binder showing Lemoore Union High School District 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 requesting organization will have 10 working days following the conclusion of their contract to submit the appropriate fees to the LUHSD Business Office.

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 \_\_\_\_\_

Updated: October 23, 2014

Lemoore Union High School District  
Lemoore, CA 93245

*Reviewed by email  
Jm 10/23/15*

**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 if 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 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

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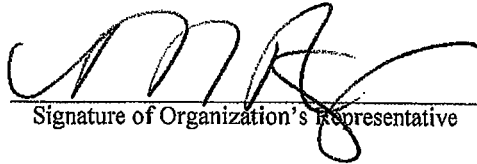
**USE OF SCHOOL FACILITIES**

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 of 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: 10.13.15

  
\_\_\_\_\_  
Signature of Organization's Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized District Representative

10-14-15

Bill Patta 

No Furniture ~ Testing

USE OF SCHOOL FACILITIES

FEE SCHEDULE  
(Minimum Hour Rental)

	Additional Costs	Total Costs	Time/Hrs	Total
Reg Ed Classroom Varsity Softball Field Concession		*\$15/**\$30		
Janitorial Staff Exterior Courts Field/Court Lights		*/**\$20	14 HRS	\$280.00
Locker Rooms Small Gym Cafeteria Dining Room Cafeteria Kitchen	Mandatory Food Handler \$20 /hr	*\$22.50/**\$37.50		
Swimming Pool Large Gym Varsity Baseball Field Stadium Auditorium Presentation Center	Certified Lifeguards Required  Sound System/Staff/Theater Lighting \$35/hr Sound System/Staff/Theater Lighting \$35/hr	*\$30/**\$45	24 HRS \$30 <del>HR</del>	\$720.00
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	\$0.25 per person per day		1000 People	Total \$250.00
Equipment Use Charge	\$0.25 per chair \$5.00 per table		\$250	<del>\$250.00</del> \$1250.00

Bill Potts 10/14/15

\*Nonprofit ID 13-1788491/\*\*Private

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.

If using the Event Center would you like Air Conditioning (additional charges will apply): \_\_\_\_\_

USE OF SCHOOL FACILITIES

LEMOORE UNION HIGH SCHOOL DISTRICT
IN-HOUSE FACILITY USE FORM

Event/Activity: Relay For Life of Lemoore Coordinator: Maira Aguilar, Community Manager Ext#

Date Of Activity: April 30-May 1st, 2016 Time Of Activity: 9 AM to 9 AM
(Weekday) (Month/Date/Year) (Start time: AM/PM) (End AM/PM)

Early Date/Setup Time (if early set up required) : Friday April 29, 2015 8 am-8pm

(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:

X Site Tiger Stadium
Classroom(S) Time Open: AM/PM Time Closed: AM/PM
Event Center/Lobby Time Open: AM/PM Time Closed: AM/PM
X Restrooms Time Open: AM/PM Time Closed: AM/PM
X Concessions Stand Time Open: AM/PM Time Closed: AM/PM
Heating/Cooling Time On: AM/PM Time Off: AM/PM
X Field/ Lights Time On: AM/PM Time Off: AM/PM
X Golf Cart(S) Not available 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:

Table with 2 columns: DRAWING OF SET-UP: Logistics chair will provide a map once the event gets closer; MISCELLANEOUS NOTES: Please turn off all sprinklers in and around the stadium Friday, April 29, 2016 thru Sunday, May 1, 2016

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

District Contact Phone Numbers:

Bill Potter, Director Maint & Ops-Office (559) 924-6643; Cell (661) 809-7223
Juan Casarez, Lead Custodian, Evenings-Cell (559) 480-6008

Updated: October 23, 2014

Lemoore Union High School District
Lemoore, CA 93245



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	<b>CONTACT NAME:</b> Alexander Mortimer	
	<b>PHONE (A/C, No, Ext):</b> 404-923-3732	<b>FAX (A/C, No):</b> 877-362-9069
	<b>E-MAIL ADDRESS:</b> alexander.mortimer@wellsfargo.com	
<b>INSURED</b> American Cancer Society, Inc. 250 Williams Street Atlanta, GA 30303	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Federal Insurance Company	<b>NAIC #</b> 20281
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
		<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 9674566      **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	35943463	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: COIR000066; Relay For Life of Lemoore; Tiger Stadium; Event Date: April 30, 2016-May 1, 2016

Certificate holder is included as an additional insured in accordance with the terms and conditions of the general liability policy.

<b>CERTIFICATE HOLDER</b> Lemoore Union High School District 5 Powell Avenue Lemoore, CA 93245	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 