

# MADERA UNIFIED SCHOOL DISTRICT

1205 S. Madera Avenue, Madera, CA 93637 • Phone (559) 675-4548 • FAX (559) 675-4608

Approved: ☐ Yes ☐ No

## PERMIT APPLICATION FOR USE OF SCHOOL FACILITIES

**Permit Applications must be completed two (2) weeks in advance and approved by the Facilities Planning Department.**

Name of Applicant/Organization: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Non-Profit ☐ Yes ☐ No Non-Profit ID: \_\_\_\_\_

School Site Requested: \_\_\_\_\_ Facility/Rooms Requested: \_\_\_\_\_  
(Please list each room desired)

Will kitchen or Snack Bar be used ☐ Yes ☐ No Start Time: \_\_\_\_\_ AM / PM End Time: \_\_\_\_\_ AM / PM  
(Times should include arrival to departure time)

**A District assigned Child Nutrition staff member will be assigned for kitchen use.**

Type of Activity/Meeting: \_\_\_\_\_ Estimated Number Attending: \_\_\_\_\_

Donations Solicited: ☐ Yes ☐ No Admission/Registration Fees Charged: ☐ Yes ☐ No

Single Date requested: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM / PM End Time: \_\_\_\_\_ AM / PM  
(Month/Day/Year) (Times should include arrival to departure time)

Recurring Schedule - Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
(Month/Day/Year) (Month/Day/Year)

Start Time: \_\_\_\_\_ AM / PM End Time: \_\_\_\_\_ AM / PM  
(Times should include arrival to departure time)

☐ Weekly ☐ Monthly: ☐ Mon ☐ Tues ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun Notes: \_\_\_\_\_

Multiple Dates and Times:

**Special Set-up Needs or Instructions (audio, video, tables, chairs, etc.):**

### 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 facilities/property, upholds and defends the Constitution of the United States of America and the State of California.

The undersigned applying for the use of school facilities/property on behalf of any society, group or organization, shall be a member of such applicant group and have authorization from the applicant group to make request for such use.

**It is further agreed, User will conform to all the "Rules and Regulations Governing the Use of School Facilities" as contained herein. (Page 2)**

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

### DISTRICT USE ONLY

Facility Available ☐ Yes ☐ No Site Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Custodian: ☐ Open/Close ☐ Duration of Event Security: ☐ Yes ☐ No # of Officers \_\_\_\_\_ Times: \_\_\_\_\_

Custodian: \_\_\_\_\_ Security: \_\_\_\_\_

Facility Director: \_\_\_\_\_ Date: \_\_\_\_\_

**RULES AND REGULATIONS GOVERNING THE USE OF MADERA UNIFIED SCHOOL DISTRICT FACILITIES**

1. All school facilities are governed by Board Policy 1330.
2. Applications for the use of school facilities shall be made in writing at least **fourteen (14) days** prior to the proposed date of meeting or event. Applications must be signed by the person authorized to represent the group or organization, and must be filled out completely in order to be processed for approval. With the approval of the application, an authorized permit will be issued.
3. Organizations and groups will be assigned accommodations suitable to the size of the group. Permits will be issued for specific rooms or areas in school buildings and/or site. It shall be the responsibility of the organization or group to see that the remainder of the building or site is not entered. The User shall not use buildings, grounds, or other facilities for any activities other than those designated. **Children must be kept under adult supervision at all times.** Such items as microphones, projectors, blackboards, etc., are not furnished unless permission is obtained. All kitchen equipment is the property of the school district; kitchen equipment, utensils, etc., cannot be used for any other purpose. Cooking or the preparation of food by outside groups is prohibited unless approved by Facilities with proper permits, insurance, and assignment of Child Nutrition staff.
4. All permits will be issued for specific hours. At the conclusion of which time, the organization must leave the premises. No permit will be issued to extend later than 12:00 a.m.
5. When a rental charge is made, it must be in conformance with the schedule adopted by the Governing School Board. This schedule is subject to change at the will of the Board. All fees shall be paid in advance. Permission for post-use billing can be approved by the Facilities Planning Department only.
6. No school furniture or apparatus may be removed or displaced by any person or organization, without permission from, and under the supervision of the Site Administrator. Any furniture or apparatus so displaced, must be replaced to the satisfaction of the Site Administrator by the party, parties, or organization responsible for the removal thereof before their departure from the school facility.
7. School property must be protected from damage or mistreatment and each group must be responsible for the condition in which they leave the school building. In case school property is damaged, same shall be paid by the organization, its agents, officers, members, and/or employees which have use of the site.
8. **It shall not be permitted, within the precincts of school property, use of alcohol, illegal drugs, expectorating on floors, profane language, quarreling, fighting, or gambling. Smoking is NOT permitted on school premises or in school buildings. The use of any tobacco products are prohibited by law. It shall be the responsibility of the organization to whom a permit has been granted, to ensure that there are no violations of this regulation. No candles or open flames of any kind are allowed in school facilities.**
9. No permit will be issued for a longer period than one school year. At the expiration of all permits, written application must be made for renewal.
10. Permits for the use of school buildings at which there will be a discussion of civic/political problems, shall be open to all that desire to attend.
11. Should an organization need to cancel a permit, the office of Facilities Planning (559-675-4548) must be notified at least twenty-four (24) hours prior to the time for which the permit has been granted. If cancellation notice is not given at least twenty-four hours prior to the event, charges may be incurred. Failure to give such notice may result in the refusal or revocation of future permits.
12. Permits will be granted for use of school buildings on holidays only on unusual occasions. Permits issued over a period of time for the use of school facilities and which fall upon a holiday are automatically cancelled on the particular day or evening of the holiday, unless previously arranged with the Facilities Planning Department. It will not be necessary to renew the permit for subsequent meetings.
13. Any regular school organization, whether day or continuation, evening or afternoon in any school facility, has the preferential right to the use of the rooms in such facility. No permit will be granted which in any way interferes with the program of regular school work. Any meeting for which a permit has been granted must give way to the regular and/or special school activities.
14. It shall be the duty of the Site Administrator to see that there are no violations of these regulations on the part of any individual or group. All organizations or groups involving juveniles seeking to use school facilities must provide adequate adult sponsorships and supervision. The Site Administrator shall report to the Director of Facilities Planning, all violations of these regulations.
15. Permits may be revoked by the Site Administrator or the Director of Facilities Planning without previous notice whenever the use of the school or school facilities may interfere with regular school use or where there has been a violation of these regulations.
16. Any person applying for the use of school buildings, sites or other facilities on behalf of any society, group or organization, shall be a member of such applicant group and unless he/she is an officer of such group, must present written authorization from the applicant group to make request for such use.
17. The permit which is granted to any group or organization for the use of school buildings, sites or other facilities, shall not be assigned to any other group or organization without the prior written consent of the District. A Facilities Use Permit may not be assigned to any other group or organization without the written consent of the School District.
18. User shall comply with the applicable laws, regulations and ordinances, and shall secure any and all permits which may be required by any governmental agency having jurisdiction to require the same for the intended use of said property.
19. The School District shall have the right to enter the premises or any part or portion thereof for the purposes of inspection or for making such repairs or alterations as may be necessary for the preservation thereof in safe condition.
20. No painting or alterations shall be done to any part or portion of the building site or other facility by putting up or changing any partition(s), door(s), window(s). No nailing, boring, drilling, stapling to the walls; or screwing into the woodwork, masonry, metalwork, or plastering shall be done without the express written consent of the School District.
21. User agrees that it **will not** construct, place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without School District's written consent thereto.

\_\_\_\_\_ Initial \_\_\_\_\_ Date

## AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE

\_\_\_\_\_ (User) and **Madera Unified School District** have agreed that **Madera Unified School District** will permit \_\_\_\_\_ (User) to use/occupy \_\_\_\_\_ (Facility) at \_\_\_\_\_ (Site) to \_\_\_\_\_ (Describe Activity) from \_\_\_\_\_ to \_\_\_\_\_. In connection with this agreement, \_\_\_\_\_ (User) and **Madera Unified School District** agree as follows:

\_\_\_\_\_ (User) shall indemnify and hold harmless **Madera Unified School District** and its agents and employees, from any and all claims, lawsuits, loss, attorney fees, costs or expense of any kind resulting from any personal injury, death, property damage, economic loss and damage of any kind, caused by, arising out of or in any way connected with the use of the facility described above, regardless of the source or cause of such personal injury, property damage, death, economic loss or damage of any kind and regardless of whether such personal injury, property damage, death, economic loss or other damage be caused, in whole or in part, by the passive negligence, active negligence, gross negligence, reckless or fault of any kind by **Madera Unified School District** or any of its employees or agents.

\_\_\_\_\_ (User) shall also carry a commercial general liability insurance policy or its equivalent with a reputable insurance company with a minimum limit of liability not less than \$2,000,000 per occurrence. Said liability insurance policy shall name **Madera Unified School District** and its employees as Additional Insureds on said policy. Such coverage shall be primary and non-contributory insurance and the limit of the liability available to **Madera Unified School District** shall be the full limits of the \_\_\_\_\_ (User) insurance policy and shall not be limited, reduced, or restricted by any endorsement which limits the available limit of liability to the additional Insureds to the minimum amount required in a written contract. The Additional Insured coverage shall be provided using ISO forms CG 2010 and CG 2037 with an edition date of 07 04 or equivalent. The policy shall be endorsed to include a waiver of subrogation by User's insurer in favor of **Madera Unified School District**. This waiver shall be in the form of ISO CG 2404 05 09, CG 20 01 04 13, 461-0479 12 12, or equivalent. The policy shall provide that coverage shall not be cancelled, materially changed, or permitted to expire without a thirty (30) day prior written notice to **Madera Unified School District**. Failure to obtain and maintain the insurance required by this agreement on the part of

\_\_\_\_\_ (User) shall constitute a breach of this Agreement.

\_\_\_\_\_ (User) shall furnish a certificate of insurance regarding such coverage from its insurance company as proof of said liability coverage.

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

by \_\_\_\_\_

for **Madera Unified School District**

By: \_\_\_\_\_  
(Print name and title)

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

by \_\_\_\_\_

for \_\_\_\_\_ (User)

By: \_\_\_\_\_  
(Print name and title)