

TO: All Groups Requesting Use of School Facilities

FROM: Assistant Superintendent, Business Services

SUBJECT: **Request for Use of School Facilities**

Attached please find a Request for Use of School Facilities. Please return the completed Request to the Business Office at the above noted address **AS SOON AS POSSIBLE, BUT NO LATER THAN THREE WEEKS PRIOR TO THE REQUESTED DATE FOR USE OF SCHOOL FACILITIES.** You will receive a signed copy of the request by email prior to the date of the event. If we cannot approve your request because we are unable to schedule a custodian, we will notify you within one week prior to event.

All Non-School Based User Groups are required to carry Commercial General Liability Insurance for a minimum of \$1,000,000 combined single limit, per occurrence, during the term of their approved Request for Use of School Facilities. The Encinitas Union School District and the specific school site are to be named as Additional Insureds on your coverage. Evidence can be provided by means of a Certificate of Insurance **and** Additional Insured Endorsement, which must be received in the Business Office **prior** to the start of the event. The documents can be emailed to Amy.Leon@eusd.net or sent to EUSD, Business Services, 101 S. Rancho Santa Fe Road, Encinitas, CA 92024.

The Policy and Regulations of the Board of Trustees of the Encinitas Union School District, as well as the Fee Schedule are outlined on page two of the application, and are also available for review in their entirety. A \$50 per hour Facility Fee will be charged to all outside organizations for use of EUSD facilities during non-school hours. This Facility Fee is in addition to any charges for custodial and/or kitchen services. By executing the enclosed Request for Use of School Facilities, the requestor agrees to the terms and conditions of this Policy and its Regulations, including the Hold Harmless Agreement. Applicable facility rental and labor fees will be charged as required following the event.

If you cancel your event, please call the Business Office at 760-944-4300 ext 1161. If you do not call to cancel within 48 hours (two business days) and a custodian, child care and/or kitchen staff has been scheduled, you will be charged the minimum rate for their time.

Approval of the Request for Use of School Facilities must be secured prior to any definite announcement being made concerning the event. The District Business Office must approve all flyers for distribution to students and/or teachers. Please submit all materials as soon as possible to the Business Office, as a two-week turn around time for flyer distribution is required.

Questions regarding the enclosed Request for Use of School Facilities can be answered by calling (760) 944-4300 ext 1161.

ENCINITAS UNION SCHOOL DISTRICT

Phone: (760) 944-4300 Fax: (760) 633-1298

REQUEST FOR USE OF FACILITIES

Submit one copy of this completed application in its entirety to the Principal of the desired facility **at least three weeks prior to the the requested date of use. Permission must be secured prior to any definite notice or announcement is made concerning the proposed event.**

Requested School: _____

Purpose of Use: _____

Requested Date(s): _____

Expected Attendance: _____

☐ Public

☐ Private

☐ Free

☐ Entrance Fee

☐ Donation

Event Start Time: _____ Event End Time: _____

DO NOT INCLUDE SET UP AND TEAR DOWN

Facilities Needs:

Choose all that apply:

☐ Multi-purpose Room

☐ Adult Restrooms # _____

☐ Media Center

☐ Student Restrooms # _____

☐ Classroom(s) # _____

☐ Lunch Tables

☐ Air Conditioning

☐ Kitchen

☐ Other: _____

☐ Childcare

Set Up Needs:

Please attach the additional Set Up Form. Form will be used to determine custodial needs.

☐ Tables # _____

☐ Podium

☐ Chairs # _____

☐ Projector

☐ Screen

☐ Microphones # _____

☐ Other: _____

Name of Organization: _____

President/Chair: _____

Billing Address: _____ City/State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Day of Event Contact: _____ Phone: _____

I have read and agree to all terms and conditions stated on both sides of this form. I undertand that the approval of this event is contingent upon compliance with provisions as stated on the back of this form and the availability of a custodian, childcare and/or kitchen assistant.

Signature of Applicant: _____ Date: _____

SCHOOL SITE USE ONLY:

☐ APPROVED

☐ NOT APPROVED

Principal: _____ Date: _____

Custodial Needs:

☐ Site Custodian Will Assist (during their regular work hours)

☐ Additional Custodian(s) Needed

If a School Site or District Department event (Non-PTA), indicate budget number to be charged below:

DISTRICT USE ONLY:

☐ Charge For Custodian

☐ Charge for Kitchen Asst.

☐ Charge \$50 Per Hour Facility Fee

Start _____ End: _____

Start _____ End: _____

Name(s):

Name:

#1 _____

#1 _____

☐ Certificate of Insurance Received

#2 _____

Asst. Supt. Business Services: _____

Date: _____

Operations Supervisor: _____

Date: _____

**ENCINITAS UNION SCHOOL DISTRICT
RULES, REGULATIONS, AND POLICIES REGARDING USE OF FACILITIES**

All requests for use of school facilities are subject to approval by the school Principal and the Assistant Superintendent of Business Services.

Applications must be filled in completely and signed. An approved copy will be forwarded by email after it is reviewed and signed.

Facilities available for community use may include classrooms, multi-purpose rooms, and cafeteria/lunch tables with the permission of the site principal. Exception: A separate request form for field use must be submitted.

The use of school facilities shall be primarily for public school purposes. Any authorized use or occupancy of the facilities for other than public school purpose shall be subordinate to this primary purpose.

All applications from organizations shall be signed by the President or Chair of the organization.

There shall be no smoking in or about school buildings. No intoxicating beverages or narcotics shall be used or sold, and no profane language, quarreling, fighting, or gambling will be permitted.

The applicant is held responsible for the preservation of order. School premises should be vacated promptly in accordance with the time schedule indicated on this request form in order to allow the custodian time to prepare the facility for school use.

Service or sale of refreshments/food will not be permitted in any school facilities rooms, except when special arrangements have been made with the site principal. All food is to be eaten outside.

Fees will be charged for custodial, kitchen and/or childcare services as per the agreement between the organization/applicant and the District as approved by the Assistant Superintendent of Business or his/her designee for services needed to support the event.

No animals shall be permitted on school grounds except guide, service or signal dogs.

CANCELLATION: Minimum charges as listed below may be incurred if notice of cancellation is not within 48 hours (2 business days).

HOLD HARMLESS AGREEMENT

In consideration for the use of school district facilities and grounds, the applicant, on behalf of the organization, group or society, does hereby agree to indemnify and hold harmless the Encinitas Union School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, and attorney's fees, incurred or paid, arising out of, or on the account of any claims of any nature for damage to property or for personal injury including death, which may arise from the use of school facilities or grounds to the full extent provided by law. User accepts full responsibility for all participants and guests.

President/Chair

Date

FEE SCHEDULE

CUSTODIAL FEE	\$45.00 Per Hour/Two Hour Minimum
FOOD SERVICES STAFF	\$35.00 Per Hour/Two Hour Minimum
FACILITY FEE	\$50.00 Per Hour/Two Hour Minimum

NON-CHARGEABLE TYPES OF GROUPS	CHARGEABLE TYPES OF GROUPS
1. Children's groups (Brownies, Cub Scouts, etc.)	1. Any group that charges a fee
2. School organizations or committees (PTA, SSC, EEF, ELAC, etc.)	2. Any profit-making group
3. Community service groups	3. Theatre groups who charge for tickets
4. Senior citizen groups	4. Religious groups
EXCEPTION: See Chargeable Groups #6 & #7	5. Sports organizations
	6. Any group requesting evening or weekend use
	7. Any group that serves food and beverages at the event (carnival, fundraisers, ice cream socials, etc.) will be charged for custodial services and/or food services staff

ENCINITAS UNION SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM
(Attach to the Facilities Use 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 use its best efforts to enforce all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/HealthOfficerOrderCOVID19.pdf>

2. To the extent permitted by law, the FACILITY USER shall send all invitees/participants away if they are observed not to be meeting all required Guidelines.

3. The FACILITY USER shall provide all personal protective equipment required to follow the guidelines.

4. If the District determines that the FACILITY USER’s use of the District facility at any time is not in full compliance with the Guidelines, the District will bring these discrepancies to the attention of the FACILITY USER. If notified by the District of any such discrepancies, FACILITY USER will promptly make all reasonable efforts to bring its use of the District facility into full compliance with all Guidelines. The District will not, however, have the authority to order the FACILITY USER to terminate use of the District facility as a Voting Center, nor may the District obstruct the access of voters to the District facility. (See Paragraphs 5 & 6 below regarding FACILITY USER assumption of risk.)

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. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from FACILITY USER’s use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from FACILITY USER’s use and occupancy of the District facility.

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Encinitas Union School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and 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 FACILITY USER's 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 FACILITY USER's 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. This waiver shall not apply to liability that may occur or arise as a result of willful, intentional or reckless conduct on the part of the District. FACILITY USER understands that by signing this Agreement, FACILITY USER is releasing claims and giving up substantial rights, including FACILITY USER's right to sue, and acknowledge that FACILITY USER is 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, BUT NOT INTENTIONAL, WILLFUL OR RECKLESS CONDUCT ON THE PART OF THE DISTRICT.

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. I represent and warrant that I am authorized to execute this Addendum on behalf of FACILITY USER and have the authority to do so under law.

Name of FACILITY USER's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Work Phone: (_____)_____ Other Phone: (_____)_____

ENCINITAS UNION SCHOOL DISTRICT

EVENT SET UP REQUEST

School Site _____

Date of Event: _____ Time of Event: _____

DO NOT INCLUDE SET UP

Name of Event: _____

Contact Person: _____ Phone # _____

Event Location: ☐ Multi-Purpose Room ☐ Classroom # _____

☐ Media Center ☐ Outdoors – Specify _____

By what time does set up need to be complete? _____

Set up needs:

Special Instructions:

Set –up Diagram/ Notes:

STAGE