Date received by site: _____ Date received by DO: _____

Mendocino Unified School District
FACILITY USE APPLICATION

APPLICANT:	**FACILITIES REQUESTED:**
Company/Organization:	**School Site:**
Requestor's Name: ***AAU Members must provide a copy of your AAU Membership card.*** *(Must be an officer or authorized representative of company/organization)*	**Facility/Room/Special Equipment Requested:**
Address:	**Description of Activity/Intended Use:**
Phone: **Email:**	**Person(s) in Charge:** **Phone:** **Email:**
Will a donation, fee or charge be collected from participants? *Circle one:* **YES / NO** **If yes, how will the proceeds be used?**	**Is the use non-exclusive and open to the public?** *Circle one:* **YES / NO**

Dates of Use	Days of Use	Hours of Use	Estimated Attendance

Applications cannot exceed one school year – all applications terminate June 30th of each year.

HOLD HARMLESS & INDEMNIFICATION AGREEMENT:

To the fullest extent permitted by law Applicant shall hold harmless, defend and indemnify Mendocino Unified School District (the District), its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of Applicant or its agents, officers, employees, invitees or guests in or about the Facilities, whether or not there is concurrent passive or active negligence on the part of the District, but excluding liability due to the sole negligence or willful misconduct of the District. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to Applicant or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

DECLARATION OF APPLICANT:

1. I, the undersigned, hereby certify that I will be personally responsible on behalf of the Applicant for any damages sustained by the school building, furniture, equipment, or grounds occurring through the occupancy or use of said building and or grounds by the applicant, normal wear and tear excepted, as well as any lost or stolen property.
2. I hereby certify that I have received and read the Board Policy, Administrative Regulation, any required addendums, and that I and the Applicant which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the Board of Education and its authorized agents which may be communicated to the applicant and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.
3. It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities.
4. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.
5. **Prior to use of the facility**, I agree on behalf of Applicant, and at their expense, to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Applicant's operation and use of the premises and/or facilities.

INSURANCE REQUIRED OF APPLICANT:
As evidenced by Certificate of Liability Insurance, Additional Insured Endorsement and other Amendatory Endorsements. Description of operations to include name of event, site/building to be used, and specific dates (start and end) of use.

Certificate Holder:

Mendocino Unified School District
P.O. Box 1154
Mendocino, CA 95460

Commercial General Liability or Personal Liability on an occurrence form with a minimum limit of $1,000,000 each occurrence / $2,000,000 general aggregate for all groups except:

a. **Seasonal Sports/Recreation Leagues, Sober Grad Organizations, or Private Events with 500+ attendees:** Minimum limit of $2,000,000 each occurrence / $2,000,000 general aggregate.
b. **Year Round Sports/Recreation Leagues:** Minimum limit of $5,000,000 each occurrence / $5,000,000 general aggregate.

Additional Insured Endorsement: This is a separate form attached to the certificate. The endorsement must name Mendocino Unified School District, it's elected or appointed officials, employees, agents and volunteers as Additional Insured (or Additional Covered Party) under the general liability policy. Forms CG 2026 or CG 2011 or equivalent required. For purposes of the CG 2011 only, this Agreement shall be deemed to be a lease. Blanket Additional Insured forms are acceptable when accompanied with an approved Facility Use Agreement.

Evidence of Primary Insurance *(either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of policy):* **Applicant's** insurance shall be **primary insurance** as respects to the Mendocino Unified School District, it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Mendocino Unified School District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Signature of Applicant /Representative_____Date _____

Applicant Address _____ Telephone_____

Approved ☐ Denied ☐ by Principal: _____Date _____

(FOR SCHOOL SITE USE ONLY)

Facility available: ☐Yes ☐ No Estimated Rental Fee: $_____
Rental Fees charged: $_____ Invoice date: _____ Paid date: _____
Deposit charged: $ _____ Deposit Returned ☐Yes ☐ No Date: _____
Deposit not returned explanation: _____

Keys provided to: _____ Date: _____

Signature Recipient: _____ Keys Returned to School Site Date: _____

Custodial support required: ☐Yes ☐ No Days and hours: _____
Other support required: ☐Yes ☐ No Describe: _____

(FOR DISTRICT OFFICE APPROVAL USE ONLY)
Insurance Certificate must be approved by District Office prior to use of the facility.

Insurance Certificate:

Limits Adequate	☐Yes ☐ No	Returned to Site: ☐Yes ☐ No Date: _____
Additional Insured Endorsement	☐Yes ☐ No	Returned to Applicant: ☐Yes ☐ No Date: _____
Primary Wording Provided	☐Yes ☐ No	Applicant return explanation: _____
AAU Membership Card *if appies*	☐Yes ☐ No	_____
		_____

_____ _____
District Office Approving Signature Date

Mendocino Unified School District

Board Policy 1330
Approved 8/28/25

Community Relations
Use of School Facilities

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities

2. Preserve order in school facilities and on school grounds and protect school facilities, including the designation of a person to supervise this task, if necessary

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of schoolwork

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as specified in Board Policy 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not to exceed direct costs determined in accordance with 5 CCR 14037-14041 and Exhibit 1330.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places, or vote centers for election day. The Board may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, or vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as a polling place or vote center. (Elections Code 12283)

When a school is used as a polling place or vote center, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. The Superintendent or designee shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place or vote center.

Mendocino Unified School District

Administrative Regulation 1330
Approved 8/28/25

Community Relations

Use of School Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Anyone applying to use school facilities shall do so as specified in district procedures and in accordance with law.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131, 51860)

1. Public, literary, scientific, recreational, educational, or public agency meetings

2. The discussion of matters of general or public interest

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization

4. Child care programs to provide supervision and activities for children of preschool and elementary school age

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies

6. Supervised recreational activities, including, but not limited to, sports league activities for youth that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination

7. A community youth center

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Bicycle, scooter, electric bicycle, motorized bicycle, or motorized scooter safety instruction for district students by local law enforcement, public agencies, nonprofit associations, or organizations specified in Education Code 38134

11. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law

2. Any use which is inconsistent with the use of school facilities for school purposes or which interferes with the regular conduct of school or school work

3. Any use which involves the possession, consumption, or sale of drugs or any restricted substances, including tobacco

4. Any use which involves the possession, consumption, or sale of alcoholic beverages, except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are not on the grounds. Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

When permitted by law, the Superintendent or designee shall require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Mendocino Unified School District

E 1330
Approved 8/28/25

Facilities Use Schedule of Fees

Category A - No Fees
No fee will be charged to entities or groups whose event or activities are directly for the benefit of district schools or the majority of students participating are MUSD students. Such entities or groups may impose a nominal admission charge or request a donation from those attending (i.e. groups that promote youth and school activities). Fees may be applied to the event if special set-up or custodial services are required. Note: School Administrator or designee must be present during school-sponsored events. (Examples include youth sports leagues and teams, camps and clinics, 4-H)

Non-sponsored school events (i.e. Booster Clubs) may be required to leave a $100 refundable key deposit any time a key is needed, as well as a $100 cleaning deposit refundable after inspection of the used facility.

Category B – Not-For-Profit Fee
A Not-For-Profit Fee will be charged to nonprofit entities or groups when the event is not primarily designed as a fundraising activity, and any fees or contributions are expended for charitable purposes and/or do not benefit the shareholder of the organization or any individual. (Examples include 501 (c)(3) organizations, adult drop-in basketball, badminton, volleyball, adult soccer leagues)

Category C - Commercial/For-Profit Fee
A Commercial/For-Profit Fee will be charged for a nonprofit or for-profit entity when an event includes an admission fee or contributions are solicited, and where the net receipts of the event benefit the entity (e.g. shows, professional performances, private seminars and workshops, etc.).

Category B Non-Profit Fee	Fee up to 4 hours	Fee per day	MISC
Athletic Fields/Outdoor Events	$25	$50	
Classroom	$20	$30	
Gymnasium	$10	$75	$100 per season
Kitchen Use	$45	$75	
Multi-Use Rooms	$40	$60	
HS Band Room	$20	$30	
Performing Arts Center	$65	$100	
Parking Lots	$10	$20	

Category C Commercial or For-Profit Fee	Fee up to 4 hours	Fee per day	MISC
Athletic Fields/Outdoor Events	$50	$100	
Classroom	$40	$60	
Gymnasium	$90	$150	$200 per season
Kitchen Use	$90	$150	
Multi-Use Rooms	$80	$125	
HS Band Room	$40	$60	
Performing Arts Center	$130	$200	
Parking Lots	$20	$40	

Additional Considerations

- Such use shall be on a first-come, first-served basis
- Additional maintenance/custodial/kitchen use fees may apply, if necessary, for setup and/or cleanup.
- There will be a $100 refundable key deposit any time a key is required and $100 cleaning deposit refundable after inspection.
- The District reserves the right to require and charge for custodial services at an hourly rate of $50 per hour.
- In the event that a custodian is required to open and close classrooms or facilities there will be a 2-hour minimum charge of $100. Should a custodian be pre-arranged and cancellation is not provided 24 hours in advance there will still be a $50.00 charge.
- Unless the organization has a licensed food handler, a staff member familiar with the use of all kitchen appliances is necessary to be in attendance for events that utilize the kitchen, and direct costs will be charged for this staff member.
- There will be a $50/hr charge if events require District staff tech support time
- The use of any district furniture or equipment must be pre-arranged through the facility use agreement in advance.
- A high usage fee of $50/week may be assessed at the discretion of the Superintendent or designee
- Adult drop-in sports groups may be eligible for the season rate if they meet once a week for two hours or less. A season is defined as three months of use.
- At the discretion of the Superintendent or designee, a memorandum of understanding for facility use may be created with user groups that do not fit easily into a category.