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:**<br><br>***AAU Members must provide a copy of your AAU Membership card.***<br>*(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:**<br><br>**Phone:** **Email:** |
| **Will a donation, fee or charge be collected from participants?**<br>*Circle one:*<br>**YES / NO**<br>**If yes, how will the proceeds be used?** | **Is the use non-exclusive and open to the public?**<br>*Circle one:*<br>**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 _____

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**(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: _____

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**(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