

# STRATHMORE UNION ELEMENTARY SCHOOL DISTRICT FACILITIES USE

## **Belief:**

Strathmore Middle School Gymnasium was built to facilitate the activities for the students of Strathmore School District. It is for this reason that they will have first priority in scheduling their activities. However, use of either School District facility by outside entities is permissible.

## **Regulations:**

1. SMS employees will schedule all activities that require facilities use with the proper district person prior to September 30<sup>th</sup> of each year.
2. Any outside entity may submit their proposed schedule after the September 30<sup>th</sup> time frame with the understanding that their activities will only be booked for one month at a time. This will allow any SMS Activities to be added should the need arise.
3. Any SMS Employee may add dates after the September 30<sup>th</sup> time frame but must accept the dates that are available. There will be no “bumping” people off their scheduled dates unless it is an emergency and only by the administration. (Example of emergency “bump” – You are scheduled to use the facilities, it begins to rain and students must be kept out of the rain in the facility you have booked.)
4. Legal “Bumping” – If a person wants to schedule the facility on a day that is already taken, they may call the person who has is scheduled and ask if they would mind changing. If they say no – the answer is no. Schedule a different date. If they say yes – ask them to call the district person in charge of the facility to cancel the activity. Only the organization that booked the facility in the first place can cancel their schedule date.

## **Requirements:**

1. Anyone who wished to use the school facility must complete the following items:
  - A. District Application for use of School Facilities
  - B. Hold Harmless and Identification Agreement
  - C. Provide Proof of Insurance
  - D. Agree to pay the designated fee
  - E. Submit a narrative that describes what the facility will be used for and answers the following:
    - Name of person in charge
    - Telephone number of the person in charge
    - How many SMS students are involved in the activity?
    - Will you be collecting any admission price?
    - Will you be selling anything, food or other?
    - Who will be attending? (Ex: General Public, 5-8 grade students...)
    - A list of the equipment you will need from us, so we can leave out the appropriate materials (Ex: Scoreboard equipment)

# STRATHMORE UNION ELEMENTARY SCHOOL DISTRICT HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Strathmore Union Elementary School District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgements, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees, specifically including, without limitation, any liability, claim, loss, judgement, damage, demand, or expense, arising by reason of:

1. The loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. The injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitees, and/or employees of the Applicant or of the District; or
3. Damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, or losses, judgements, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees.

**THIS AGREEMENT SUPERSEDES ANY OTHER HOLD HARMLESS AND INDEMNIFICATION AGREEMENT RELATIVE TO USE OF DISTRICT FACILITIES.**

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Signature

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Date

# STRATHMORE UNION ELEMENTARY SCHOOL DISTRICT APPLICATION FOR USE OF SCHOOL FACILITIES

1. Building or facility requested: \_\_\_\_\_
2. Dates and Times requested: \_\_\_\_\_
3. Name, address and telephone number of Organization, Group or individual requesting use:  
\_\_\_\_\_  
\_\_\_\_\_
4. Nature of program: \_\_\_\_\_  
Physical arrangements needed: \_\_\_\_\_  
Is program open to public? \_\_\_\_\_ Is there an admission charge? \_\_\_\_\_
5. Beverage/food plans: (circle one)
  - a. None
  - b. Beverage only (All supplies furnished by applicant)
  - c. Potluck meal (District employee may be required to be present if kitchen is used: charges assessed for related costs)
  - d. Meal prepared on site (District employee may be required to be present: charges assessed for related costs)
6. It is agreed that Strathmore Union Elementary School District shall not be liable for injury or damage either to person(s) or property sustained as a result of the use of the premises or facilities offered by the school district. It is further agreed that the person(s) or organization(s) using the property or facilities of the school district shall save and hold the school district harmless for any damage to property of the school district or any other person(s) or organization(s), and they shall also hold and save harmless the school district for injury to any person(s) as a result of the use of the property or facilities offered by the school district.
7. BEFORE APPROVAL FOR FACILITY USAGE IS GIVEN, it is agreed that any person(s) or organization(s) using the property or facilities of the school district must furnish proof of insurance in the form of a Certificate of Insurance in an amount not less than \$500,000, which names the Strathmore Union Elementary School District "AS AN ADDITIONAL INSURED".
8. Facility must be left in same condition as it was found.  
Name of individual assuming liability for rental, bodily injury and property damage resulting from or during usage:  
Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: (Business) \_\_\_\_\_ Home \_\_\_\_\_
9. Campus Comments(s) and Approval: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(Campus Administrator)  
District Comment(s) and Approval: DO NOT add lines to the field.... DO NOT put markers on the field....  
DO NOT stake the field. Pick up trash...  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(District Superintendent or Designee)

REVERSE SIDE MUST BE COMPLETED

# STRATHMORE UNION ELEMENTARY SCHOOL DISTRICT

1. Applications for the use of school property shall be in writing and shall be filed with the administrative office of the Strathmore Union Elementary School District at least ten (10) days prior to the date for which the use of the property is requested.
2. The organization, group or individual using the school property shall assume liability for any property damage. This shall include any damage to floors due to inappropriate shoes (spikes, high heels, etc.)
3. Meetings in or on school property shall be conducted in an orderly manner and shall be open for admission to all people regardless of race, color, political, or religious preferences.
4. Organizations, groups or individuals granted the use of school facilities for dances or games where spectators are permitted shall provide police supervision during the time the facility is being used. At the discretion of school Superintendent, security officers may be required.
5. No alcoholic beverages, controlled substances, or people who are under the influence of alcohol or a controlled substance shall be permitted on school property.
6. The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)
7. A refundable deposit may be required at the school Superintendent's discretion.
8. School property shall not be used for the following purposes:
  - a. Any use inconsistent with the use of the buildings or ground for school purposes,
  - b. 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 of California by force, violence, or other unlawful means.
  - c. Any use which is contrary to good moral standards and conduct.
9. Facility must be left in the same condition as it was found.
10. School functions will take precedence over previously scheduled meetings of outside organizations. In such cases, the organizations will be so notified by school personnel.
11. A school employee must be present/responsible for all events.

## **STATEMENT OF INFORMATION**

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made shall not be used for the commission of any act intended to further any program or movement to purpose of which is to accomplish the overthrow of the Government of the United States by force, violence, or other unlawful means;

That \_\_\_\_\_, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the 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 or her knowledge, it is not a Communist-action organization or Communist-front organization required by law to be registered with the Attorney General of the United States.

These statements are made under the penalty of perjury.

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

**REVERSE SIDE MUST BE COMPLETED**

**Strathmore Union Elementary School District**  
**Application for Use of School Facilities**  
**Facility Fee Schedule**

Item/Area	Hourly Rate	Number of Hours	Total Cost
<b>Personnel</b>			
Custodial Weekday (Minimum 2 hours) (1)*	\$21		
Custodial Evening/Weekend/Holiday (Minimum 2 hours) (1)*	\$31		
Cafeteria Assistant – Youth (2)*	\$17		
Cafeteria Assistant – Public (2)*	\$22		
Security (Minimum 2 hours) (3)*	\$15		
<b>Building (Lights and Air Conditioning)</b>			
Cafeterias	\$10		
Classroom	\$3		
Fields	\$5		
Gymnasium	\$14		
Restrooms	\$10		
Portable Restrooms (full day events) (4)*	Actual Costs of Event + 10%		
<b>Other</b>			
Concessions (5)*	\$10		
Cleanup/Repair (Charges as needed) (6)*			
<b>Grand Total</b>			

**TOBACCO-FREE SCHOOL**

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

**\* NOTE:**

- (1) - Custodian will be required for entire event (including open/close/clean-up)
- (2) - Cafeteria Assistant upon request with food services. Required to provide 1 week notice prior to event.
- (3) - Security will be required for events that are open to the general public. Youth events are excluded. Must provide proof of security guards hired. Requires 1 week notice prior to event.
- (4) - Portable Restrooms not required, however if requested, will require 7 days advanced notice prior to event. Must provide proof of rental.
- (5) - Concessions provided by vendors other than Strathmore Union Elementary School District are required to be located outside of all cafeterias, classrooms, gymnasiums, and any other buildings.
- (6) - Additional charges may apply if additional clean-up or repairs are required due to misuse or damage to facility as determined by Superintendent or designee.

Name of Individual assuming liability for rental, bodily injury & property damage or additional expenses resulting from or during usage:

SIGNATURE: \_\_\_\_\_ Today's Date: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (Business) \_\_\_\_\_ (Home/Cell) \_\_\_\_\_

**For District Use Only:**

Principal Approval: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Approval: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Custodian on Duty: Signature: \_\_\_\_\_ Date: \_\_\_\_\_