



### **Rules of Use for Facilities**

These rules of use apply to all Facility Permits. User Groups must acknowledge with an authorized signature they have received and agree to abide by these rules. There are additional rules that accompany filming and the use of theaters, kitchens, and athletic facilities.

Any exception to these Rules of Use must be approved in writing, in advance.

Violations will be grounds for cancellation of the permit and removal of all users from the premises.

1. You must comply with all State and local fire, health, and safety laws.
2. You are responsible for informing your staff of these Rules of Use and ensuring their enforcement.
3. The number of people in a facility must not exceed the approved capacity.
4. No smoking anywhere on campus (by State law).
5. No alcohol, intoxicants, hallucinatory drugs, or narcotics may be present on campus.
6. No animals are allowed on campus, except officially sanctioned service animals.
7. Skateboards, bicycles, roller skates/blades, scooters, electrical- or gas-powered devices may not be used on campus. They must be walked or carried.
8. Small directional signs may be used. They must be put up using blue painter's tape. No duct tape or scotch tape. All signs, tape, and cable ties must be removed after your event.
9. The sale of all items must be approved in advance by the Facility Use Department.
10. Vehicles must be driven in driveways and parked in parking spaces only. Fire lanes must be kept clear at all times. Parking is at your own risk and is not guaranteed to be available.
11. There are to be no physical changes made to facilities or equipment.
12. All payments are made to the Facility Use Department. No money should ever be paid directly to any school personnel for services rendered.

13. You will have exclusive use of the facilities you've rented. However, other facilities on campus may be in use at the same time.
14. Events may not exclude any person on the basis of race, religion, creed, national origin, ancestry, gender, or sexual orientation.

The following procedures for use of facilities apply to all permit use. Any use contrary to or in violation of any law, or of these rules and regulations, shall be grounds for cancellation of the permit and for removing the users from the property and may be grounds for barring such individual, group or organization from further use of the facilities of this district.

1. General

- 1.1. Any use of school facilities shall comply with all State and local fire, health and safety laws. Persons or groups to whom permits, leases or other authorizations for the use of school property are granted shall insure that all activities carried on, all equipment used or placed upon school property and all foods or other items of personal property used or distributed shall comply with applicable State and local fire, health and safety laws and regulations.
- 1.2. Any organization granted use of a District facility shall not deny the use of the facility to any person because of their race, religion, creed, national origin, ancestry, gender or sexual orientation.
- 1.3. The District ensures Licensee's exclusive use of the Facilities listed on the invoice during the term. However, the District retains the exclusive right to use all other buildings, facilities and equipment on the Property concurrent with the Licensee's use of the Facilities. Licensee hereby agrees and acknowledges that the District makes no representation or warranty that other use of the Property will not interfere with any aspect of Licensee's use of the Facilities.
- 1.4. The Facility Permit Office may require individuals or organizations to submit, in writing, the nature and purpose of the organization and the nature and purpose of the proposed use. Such information may be in addition to information requested on the Availability Request for Facilities form and may be considered an additional District application requirement.
- 1.5. No use may be granted in such a manner as to constitute a monopoly for the benefit of any one person or organization.
- 1.6. School premises shall not be used by any person or group as a political campaign headquarter.
- 1.7. District offices shall assume no responsibility for mail or deliveries for a non-school group. The use of school telephones, internet access, fax and copy machines along with other communication equipment will be limited to permission from the Director of Facility Use or his/her designee,
- 1.8. Items offered for sale, including food and concessions, must be approved in advance by the Facility Permit Office. Items not pre-approved may be removed

from sale at the discretion of the Director of Facility Use or his designees. An additional permit for the sale of food may be required by the county health office.

- 1.9. Access and use of onsite Parking is not guaranteed unless included in the signed agreement. The District needs and activities take precedence in parking over facility use permits.

## 2. What Not To Do (Proscriptions)

- 2.1 Smoking is not permitted on school property by state law.
- 2.2. There shall be no use of intoxicants, hallucinatory drugs or narcotics in or about the school premises.
- 2.3. There shall be no fighting or gambling in or about the school premises.
- 2.4. No dogs or other animals are allowed on campus. Service animals are allowed only if they are aiding disabled persons and are trained to perform a duty specifically in support of that person's disability. Exceptions for artistic and creative use must be approved by the Director of Facility Use in writing prior to the event.
- 2.5. Skateboards, bicycles, roller skates/blades, scooters, electrical- or gas-powered devices may not be used on campus. They must be walked or carried. Exceptions must be approved by the Director of Facility Use in writing prior to the event.

## 3. Financial

- 3.1. All payments are to be made to the Facility Permit Office. No money should ever be paid directly to any school personnel for services rendered. No gratuities shall be offered to school personnel nor shall school personnel accept gratuities from a Licensee.
- 3.2. An application fee and security deposit payment may be required prior to use of the facilities. Any fees associated with the permit must be paid to the Permit Office five (5) business days prior to the event. If overtime or additional services are required beyond those included in the initial charge, the Licensee will be invoiced for the outstanding balance. Final payment must be received within thirty (30) days on invoice.
- 3.3. All rental fees and an estimate of services must be paid prior to the event. The following payment schedule will be followed:
  - 3.3.1. The event is contracted a month or less prior to the event: The entire Rental Fee and estimate of services is due upon signing of this agreement.
  - 3.3.2. The event is contracted from one to three months prior to the event: One half of the Rental Fee and estimate of services is due upon signing of the agreement. The second half of the Rental Fee and estimate of services

must be received five business days prior to the commencement of the Term.

3.3.3. The event is contracted more than three months prior to the event: One third of the Rental Fee and estimate of services is due upon signing of the contract. The second third of the Rental Fee and estimate of services must be received one month prior to the event. The final third of the Rental Fee and estimate of services must be received five business days prior to the event.

3.3.4. Ongoing regular events: The renter will be billed on the fifteenth of each month. Payment must be received prior to the beginning of the next month.

3.4. The Director of Facility Use will set the fee at the time of application for any facilities not included in the Schedule of Charges.

3.5. In Kind Contributions in exchange for facility fees must be pre-approved in writing prior to signing the agreement. In kind Contributions are approved on a case by case basis.

3.6. The Licensee may terminate this agreement at any time. In such event, all rental fees previously paid by Licensee to the District shall be deemed non-refundable and shall be retained by District.

#### 4. Schedules and Personnel

4.1. District personnel must be on site for all Facility Permits. If an event results in staff overtime costs the Licensee shall pay the direct cost of the services to the District in addition to the rental fee if applicable.

4.2. Facilities will be opened and closed at the times detailed in the signed facility use agreement. Changes must be approved in writing and may result in additional charges.

4.3. Licensee may only use the structures, rooms or spaces detailed in the signed facility use agreement. Additional use must be contracted with a separate agreement or rider and will be available at the discretion of the Director of Facility Use or his designees. Additional fees may apply.

4.4. Organizations permitted to use only outside school grounds and athletic fields will not automatically be provided with restrooms or other building facilities unless requested in writing. If such a request results in overtime costs, the organization shall pay direct costs.

4.5. In extreme circumstances, any approved Permit for Use of School Facilities may be revoked without previous notice where need of the property for public school purposes has subsequently developed. In this case, the District will notify the Licensee as soon as possible and will endeavor to assist the Licensee to find a suitable alternative location or date.

- 4.6. District equipment that requires an operator must be operated by district personnel. Licensees with appropriate skills may be authorized to operate district equipment at the discretion of the Facility Permit Office. All equipment and facilities to be used must be listed on the Application. Arrangements will be made by the District for trained personnel to operate District equipment, i.e., public address system, projectors, theater equipment etc. School equipment is not to be loaned or rented for use outside of school property.
  - 4.7. The District evaluates security personnel needs for each use. The hiring of District security personnel may be required for any activity with a large number of participants or spectators. All security staff, when requested by the Applicant and/or required by the District, shall be provided by the District. The organization is bound by the determination of the District and is responsible for District personnel salaries in addition to the basic rental fee, if applicable.
  - 4.8. District staff assigned to permits, including site reps, are the licensee's primary contact for any issue related to the permit. Licensees should refer to the site rep or district staff for any desired communication with other permit groups, school staff or students.
5. Care of the Facilities
- 5.1. Licensee shall not make, or cause to be made, any alterations, additions or improvements to or of Premises, or any part of equipment thereof, without prior written consent from the Director of Facility Use. No structures may be erected or assembled nor may any electrical, mechanical, or other equipment be brought thereon unless written approval has been obtained from the Facility Permit Office.
  - 5.2. Any breakage, damage or loss of District property, beyond reasonable wear and tear, shall be paid for by the using organization even though such breakage, damage or loss is caused by spectators or observers who are not official members of the organization. The supervision of the organization should be sufficient to protect school property against all losses as a result of the activity. Cost of any loss shall be established by the Facility Permit Office and a proper invoice submitted to the responsible organization. Failure to pay for such damage promptly shall be grounds for refusal of future applications.
  - 5.3. Groups must observe the ordinary rules of cleanliness and shall not leave any facility littered with paper or trash. If facilities are left littered and unsanitary, the using organization will be invoiced for the cost necessary to clean the facility.
  - 5.4. School furniture or apparatus, including directional signs, may not be removed or displaced without permission from and under the supervision of the school district employee supervising the activity.
  - 5.5. All Temporary Banners and Signage must adhere to the Signage procedure. Any small directional or informational signs needed for your event may be taped up using blue painter's tape only. Duct tape, scotch tape, and other types of tape are not to be used. All signs and tape need to be removed immediately and completely by the licensee after the event. Banners may be hung, with prior

approval, using zip ties. Banners and zip ties must be removed immediately after your event.

5.5.1 Decorations and signs must be flameproof and erected in such a manner as to not damage District property and must be removed immediately following the event or the organization will be charged extra labor fees. Decorations are not permitted on any painted surface nor hung from the ceiling. Any advertisement or handout material must be removed at the end of the event.

5.6. Licensees are not allowed to store items at the sites unless authorized in writing by the Facility Permit Office. When permitted, an additional fee might apply. Permission to store items on site must be renewed with each permit. The District is not responsible for safety and security of renter's property brought on or stored on site.

## 6. Safety

6.1. Licensee is responsible for preservation of order and enforcement of all regulations pertaining to the use of District facilities by all individuals on site for the permit.

6.2. The number of people present shall not exceed the posted seating capacity for the building. This is a Fire Regulation.

6.3. Vehicles must travel and park in approved areas, following all posted regulations. Fire lanes must be kept clear at all times. No driving on grass, sidewalks, playing fields, basketball courts, tracks or other pedestrian areas.

6.4. All juvenile organizations or groups seeking use of school premises must have adequate adult supervision. Sponsors and supervisors of such groups shall at all times exercise control and maintain a high standard of conduct with all members of the group. The school district may require an organization to provide adequate security to maintain control and safeguard property.

6.5. Firearms may not be brought onto campus or within the Gun-Free School Zone, unless allowed under Penal Code 626.9.

## 7. Legal

7.1. Licensee shall not voluntarily, or by operation of law, assign or transfer this Rental Agreement or any interest therein, and shall not sublet Premises or any part thereof without the District's prior consent.

7.2. In the event that Premises are unavailable for use due to partial or total destruction, acts of nature, strikes, action by governmental agencies, force majeure or for any other reason beyond the exclusive reasonable control of the District, the District shall have the right to terminate this Agreement by refunding all deposits due Licensee. If possession or use of the facility has begun, the rental and other charges shall be prorated.

- 7.3. In the event that either party shall retain the service of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the costs of corporate staff counsel, and interest thereon at the prevailing legal rate.
- 7.4. Subject to the terms and conditions of this Agreement, if the Licensee fails to perform any material term or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues after delivery of written notice from the District to the Licensee, the District may, at its option and without any further demand, terminate this Agreement and/or exercise any other right or remedy available at law or in equity.
  - 7.4.1. Notwithstanding, the Director of Facility Use or designee has the immediate authority to curtail or terminate any activity that might result in personal harm or permanent damage to the facility.
  - 7.4.2. If the Licensee is in occupancy of the Facilities upon termination of this Agreement, the Licensee shall promptly vacate the Facilities and the Property and shall forfeit all rights under this Agreement including any rights to monies due to, from or paid to the District in the form of use fees, rents, charges, and/or deposits.
  - 7.4.3. In no event shall the District be responsible for any losses, including without limitation, any revenues, profits, costs, expenses, deposits or other fees, costs and expenses earned or accrued by the Licensee, whether in connection with the Event or otherwise, as result of such termination.
- 7.5. The District shall not be subject to legal action or liable for damages in the event that Licensee is in material default hereunder.