

## NICASIO SCHOOL DISTRICT USE OF SCHOOL FACILITIES

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### TERMS AND CONDITIONS FOR USE OF SCHOOL FACILITIES

Use of Nicasio School District (“District”) facilities is subject to the following terms and conditions (“Terms and Conditions”).

#### **Definitions; Agreements**

The term “Applicant” means any user of District facilities whose application (“Application”) for use has been approved by the District.

The term “Event” means the event to which the Application applies.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the District’s Board Policy No. 1330, entitled “Use of School Facilities” (“Policy No. 1330”).

The following documents (“Facilities Use Documents”) constitute the agreement of the District and the Applicant with respect to the use of the District’s facilities:

- a. Policy No. 1330;
- b. The District’s Administrative Regulations No. AR 1330, entitled “Use of School Facilities”;
- c. These Terms and Conditions;
- d. The Application;
- e. The Statement of Information executed by Applicant
- f. The Hold Harmless and Indemnification Agreement in favor of the District executed by Applicant

#### **Revocation of Permission to Use**

The District reserves the right to revoke any permission to use its facilities when District facilities are needed for school purposes and the right to cancel any activity that may not be in the best interest of the District and community. The District will endeavor to give Applicant reasonable notice in either case and provide a refund of any prepaid fees or charges.

The District has the right to revoke permission to use its facilities immediately and to terminate an Event immediately if Applicant and its invitees violate any of the terms and conditions contained in

these Terms and Conditions; in such case, Applicant shall not be entitled to any refund of fees and charges paid.

### **Prohibited Uses**

District facilities 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 involves the presence, possession, consumption or sale of alcoholic beverages, tobacco, intoxicant or controlled or restricted substances on District property
3. Any use which is discriminatory in the legal sense

The following are prohibited in or on district facilities:

1. Horses
2. Golf practice
3. Scooters, rollerblades, skateboards

### **Restrictions on Use**

1. All activities shall be conducted in a safe manner.
2. Automobiles and motorcycles shall be parked in designated areas only.
3. There shall be no climbing on fences, buildings, trees or other structures.
4. District playing fields shall not be used during periods of rain or when fields remain wet after a recent rainfall so that use would be harmful to the playing fields.
5. No structures, electrical modifications or mechanical apparatus may be erected or installed on District property without specific written approval by the District.
6. All draperies, hanging, curtains, drops, and all decorative materials used with or upon the District's buildings and grounds, shall be made or treated with a flame-retardant process approved by the State Fire Marshall.
7. There shall be no tampering with any sprinkler or fire alarm system.

### **Applicant Representatives and Security**

Applicant shall be responsible for the control and supervision of all persons in attendance during the use of district facilities. When using the district facilities, Applicant must be represented by a

responsible adult who shall be present at the Event and shall insure compliance with these Terms and Conditions.

One adult chaperone shall be present for every ten (10) minors using a given District facility; the names of such chaperones shall be furnished to the District at least 48 hours prior to the use of the facility.

No Applicant shall be given any keys to District facilities unless the District's Superintendent or designee determines that furnishing keys to a representative of Applicant would serve the best interest of the District. The District may require security deposit as a condition of use whenever it is deemed to be in the best interest of the District.

### **Compliance with Law**

Applicant shall ensure that all persons entering District property as a result of the Event comply with all applicable laws, rules, regulations, ordinances and orders of any governmental entity having jurisdiction and shall comply with the District's policies, rules and regulations, including, but not limited to those pertaining to fire, health and safety.

### **Care of District Facilities**

Applicant shall leave District facilities clean and in the same condition as they were prior to Applicant's use. Applicant shall immediately report any abuse or misuse of or damage to facilities to the District or the District Point Person. In the case where District facilities are not left in proper order, the Applicant will be charged all associated fees for cleanup and/or necessary repairs.

### **Liability and Insurance**

Applicant agrees to indemnify, defend and hold harmless the Nicasio School District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all liabilities, costs, losses, claims, demands, suits, actions, payments and judgments, including, without limitation, legal and attorney fees (collectively, "Liabilities"), including, but not limited to Liabilities for death, bodily injury and property damage, arising from Applicant's use of District facilities, except to the extent that such Liabilities are caused by the District's negligence.

At all times during Applicant's use of District facilities, Applicant shall maintain general liability insurance policies with a combined single limit of at least \$1,000,000 per occurrence, and shall cause the District to be designated as an additional insured on such policy. No later than ten (10) days prior to the date of Applicant's use of District facilities, Applicant shall provide the District with a certificate evidencing that such insurance is in place for the District's approval.

### **Consequences of Noncompliance**

Applicant failure to comply with any provision of these Terms and Conditions shall be grounds for the District to refuse to allow use of its facilities by Applicant in the future.

### **Attorneys' Fees**

In the event of commencement of either arbitration or suit by either party to enforce the provisions of the Facilities Use Documents, the prevailing party shall be entitled to receive such attorneys' fees and costs as may be adjudged reasonable in addition to any other relief granted.

### **Effectiveness of Application**

The Application shall not be effective to grant Applicant the right to use the District's facilities as requested therein until (a) District has approved the Application in writing, received the fees and charges specified, and approved Applicant's certificate of insurance as required herein, and (b) Applicant has executed and delivered to the District those Facilities Use Documents required to be signed by Applicant and satisfied any special requirements that District may have imposed on Applicant's use of the District's facilities.