



Temple City Unified School District
9700 Las Tunas Drive, Temple City, CA 91780

PERMIT NO.
TC _____

Application for Use of 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. (Board Policy 1330)

Applicant Name: _____

Date of Application: _____

Contact No.: _____

501(c)(3) Fed Tax ID: _____

Email: _____

Liability Insurance Copy: Yes No
(\$1,000,000 minimum w/TCUSD as an Additional Insured.
Attach copy of Certificate of Insurance to the Application.)

Organization: _____

Billing Address: _____

| Site Location: | Dates of Use (mo/day/yr) | Hours of Use (start/end) |
|---------------------|--------------------------|--------------------------|
| Facility Requested: | | |

Intended Purpose of Use: _____

Will a fee be charged to attendees or participants? _____

Operational Services Needed:

- ☐ PA System/Scoreboard
☐ Technology Assistance
☐ Maintenance/Grounds

Additional District Personnel Needed:

(3-hour minimum required on weekends per labor agreement)

- ☐ Custodian
☐ Lifeguard
☐ Kitchen Assistant

Please specify additional service needs:

Disclaimer of Maintenance/Repair/Cleaning of facilities must be completed by TCUSD employees per a labor-negotiated Collective Bargaining Agreement, OSHA guidelines, LACDPH guidelines and Joint Powers Authority(JPA).

Rental Fee: \$ _____ per hour/day/use _____
Operational Costs: \$ _____ per hour/day/use _____
Other Costs: \$ _____ per hour/day/use _____
Notes: _____

**TOTAL ESTIMATED
USAGE FEE:**
\$ _____

TCUSD Approval Process:

Liability Insurance copy received _____
Discussed charges with Applicant _____
Confirmed use of facilities _____
Verified staff resources _____

Signature of Director of Enterprise & Risk Management Date

Signature of Principal of Facility to be Used Date

ACKNOWLEDGEMENT OF RULES AND REGULATIONS:

- Groups must clearly the adhere to the Los Angeles County Public Health Department COVID-19 protocols.
 - Entry screening should be conducted for all participants.
 - Large group gathering of spectators are not permitted.
 - All participants should adhere to a 6ft physical social distancing.
 - All participants must wear masks or facial coverings.
 - Commonly used equipment must be sanitized before and after each use.
 - Team competitions must be held between 2 teams ONLY.
 - Water fountains are currently unavailable use. Participants encouraged to bring individual pre-filled water bottles.
 - Participants who do not comply will be asked to leave.
- School Site locations will not be available during school hours.
- No smoking or tobacco products of any kind, or use/possession of alcohol permitted on District property. This includes nicotine delivery devices and other vapor emitting electronic devices. (EdCode 48900,48901). Violations will result in denial of future applications.
- No animals are allowed on District property, except certified service dogs for physical, emotional or mental disabilities.
- No fireworks, pyrotechnics, open flames or barbecues are not allowed on District property without prior permission from the Director of Enterprise & Risk Management, (626)548-5025.
- No glass containers allowed on District property
- It is the responsibility of the user group to thoroughly clean the area/rooms they requested. For example, trash must be picked up and put in trash cans before leaving the site.
- The use of firearms of any kind is prohibited on District property.
- High risk events as identified by the organizations liability coverage of Excluded Activities (Click here for list) and the District or items not listed are likely to be denied or require additional coverage and approval from Board of Education. Please contact the Director of Enterprise & Risk Management with any questions, (626)548-5025.
- Vandalism and/or damage to the site will result in direct costs to repair the damages, per Education Code Section 38134(f), Use of School Facilities, Civic Center Act.
- No repair or alteration of any kind may be made to any District property.

CONDITIONS FOR USE OF SCHOOL FACILITIES: FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be FACILITY USER's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and FACILITY USER acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. APPLICANT FOR FACILITY USE agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges receipt of a copy of the DISTRICT's RULES AND REGULATIONS FOR USE OF FACILITIES. By the Applicant's signature below, the FACILITY USER agrees to abide by all rules and regulations governing the use of the District's facilities and the conduct of all meetings. FACILITY USER further acknowledges that facility use is contingent upon full compliance with these rules as well as any site rules specified by the site administrator.

ASSUMPTION OF RISK: FACILITY USER hereby recognizes and acknowledges there are inherent risks of injury or death in the activity in which FACILITY USER shall engage while using or occupying the FACILITIES. FACILITY USER hereby expressly assumes said risks of injury or death while using or occupying FACILITIES or engaged in an activity that is related to or in connection with this Application and Agreement.

INSURANCE: FACILITY USER shall provide to the DISTRICT a Certificate of Insurance evidencing the existence of a general liability insurance policy prior to the use of the FACILITIES with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and additional named insured endorsement in favor of DISTRICT its trustees, officers, employees, and agents, whereby DISTRICT, its trustees, officers, employees, and agents will be insured under FACILITY USER'S liability insurance policy, which shall include a waiver of subrogation, be primary and non-contributory and have a 30-day notice of intent to cancel, non-renew, or where there is a material change in any endorsement. **DISTRICT reserves the right to require additional lines of coverage depending on the event.**

ALL PERMISSIVE USERS, WHOSE USE IS NOT MANDATED BY THE CIVIC CENTER ACT, AGREE BY THEIR SIGNATURE BELOW TO HOLD THE TEMPLE CITY UNIFIED SCHOOL DISTRICT, ITS GOVERNING BOARD AND THE INDIVIDUAL MEMBERS THEREOF AND ALL DISTRICT OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE OUT OF, OR IN ANY WAY BE CONNECTED WITH THIS FACILITY USE AGREEMENT. HOWEVER, THIS AGREEMENT DOES NOT PERTAIN TO LOSSES OR INJURIES THAT ARE THE RESULT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISTRICT.

Applicant must submit this form to the Site Administrator fifteen (15) working days prior to the date of use to ensure time for processing. Applicant acknowledges that the District's willingness to rent this facility is contingent upon approval by the Site Administrator and by the District's Business Services Department. Permission will not be granted until all necessary documents, such as certificates of insurance, are received by the District. User will be mailed a copy of this Application and Agreement for the Use of Facilities when permission is granted, and this copy of the Agreement should be carried by the user as proof of permission for facility use.

In accordance with Education Code Sections 38135-38136, the FACILITY USER acknowledges, to the best of his or her knowledge, that the school property for use of which application is hereby made will not be used 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 by force, violence or other unlawful means, and the FACILITY USER is not a Communist-action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Name of FACILITY USER's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative/Agent: _____

Title: _____ **Date:** _____

Address: _____

Work Phone: () _____ **Other Phone:** () _____