

BARSTOW UNIFIED SCHOOL DISTRICT
551 South Avenue "H"
Barstow, California 92311

2022-2023

Date of Application: _____

APPLICATION FOR USE OF SCHOOL PROPERTY

School _____ Date of Use _____ Hours _____ to _____

Name of Organization _____ Purpose _____

Admission Charge, Solicitation, Collection _____ (yes or no) Number of People Expected _____ (Approximately)

Meeting open to the public _____. Indicate special services required below.
(yes or no)

- | | | | |
|---|--|--|--------------------------------------|
| <input type="checkbox"/> Classroom | <input type="checkbox"/> Auditorium | <input type="checkbox"/> Public Address System | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Cafeteria/Kitchen | <input type="checkbox"/> Gym | <input type="checkbox"/> Tables - # Needed _____ | |
| <input type="checkbox"/> Multi-purpose Room | <input type="checkbox"/> Chairs - # Needed _____ | | |

The above mentioned hours will be strictly observed, and should it be necessary to extend the time beyond that specified in this application, special permission must be obtained from the School Principal, and in such instances, additional charges may be necessary.

In consideration of being permitted to use facilities of the Barstow Unified School District in connection with the activity specified above, on the sites specified, do hereby covenant and agree that the Barstow Unified School District, their officers, employees, agent members or representatives shall not be liable for any loss, damage, injury, or liability of any kind to any person or property caused by or arising from any use of the premises of the Barstow Unified School District, or any part thereof, or by any defect in any building structure or improvement thereon, or in any equipment to be used therein, or because of the same being out of repair or arising from any act or omission of the undersigned or its agents, employees, nor shall the above enumerated entities be liable for any loss, damage, or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents or other persons entering upon or using said premises or any part thereof, or to any property stored or placed thereon.

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the undersigned for the benefit of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the above enumerated entities and said premises harmless from any and all damages or liabilities of whatsoever nature arising out of or in connection with the Barstow Unified School District or in the use of occupancy of the premises or arising from any state or condition of said premises or any part thereof. The applicant agrees to furnish such liability or other insurance for protection of the public and the lessor as the lessor may require. The applicant agrees to reimburse school district for any damages to school property occasioned by or growing out of the use herein requested.

The applicant certifies, under penalty of perjury, that the school property will not be used for the commission of any crime including, but not limited to, the crime specified in Sections 11400 and 11401 of the California Penal Code.

- | | |
|---|--|
| <input type="checkbox"/> Certificate of Insurance Attached <i>(see attached instructions)</i> | <input type="checkbox"/> Signed Agreement for Use Attached |
|---|--|

Authorized Person _____
(Print name and then signature) (Title)

Address _____ Telephone _____

PERMIT FOR USE OF SCHOOL PROPERTY

Custodian or Cafeteria Service for _____ hours will be required if permit granted.

Tentative approval by building Principal _____

Charge for Use: _____
(All charges are payable to the Barstow Unified School District five days before date of use.)

Subject to the above agreement, and in accordance with applicable Laws, Rules, and Regulations, this request is granted by the Barstow Unified School District.

Approved _____ Date _____ Signed _____
(yes or no) (Business Services Representative)

Original to Applicant, copies to Business Office, M&O Staff, and Principal

Statement of Agreement for Use of Barstow Unified School District Facilities

Agreement for Use Facilities between Barstow Unified School District and _____

1. I agree to be responsible for the safe and orderly conduct of the Group/Organization stated above. I agree to assume full responsibility for ensuring that all Barstow Unified School District policies, rules, regulations, as well as Education Code requirements, are strictly adhered to by the Group/Organization stated above.
2. I agree that either I, or the other undersigned person, shall be present and actively supervising the Group/Organization from the beginning of the activity until all such persons have left the school grounds. If neither undersigned person can be present to supervise, it is my responsibility to cancel the above activity and notify the school before the activity was to begin. Where applicable, I agree to reimburse the Barstow Unified School District for any, and all, additional custodial costs as well as other expenses incurred by this activity.
3. All requests for the use of facilities should be made on the prescribed "Application for Use of School Facilities" form at least two weeks prior to the date of anticipated use of the School Facility. Early application for this use is recommended. Forms are available online at www.barstow.k12.ca.us under Resources, BUSD Forms, Business Services, Application for Use of School Property, or at each school office.
4. Groups/Organizations shall provide a certificate of General Liability Insurance with limits of no less than One Million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, naming the Barstow Unified School District, and California Schools Risk Management – JPA, as additional insured at least two weeks prior to the date of anticipated use of the school facility
5. No program may interfere with the regular school day schedule. Regular school activities will have first priority for any school facility.
6. When the school facilities are closed for emergencies (includes closure of school due to inclement weather), any use of the facilities during the remainder of that day will be cancelled.
7. During weekends, scheduled holidays and summer months (or other times that school facilities are not normally open and/or staff not normally scheduled to work), use of facilities may be granted subject to additional charges such as overtime or extra time pay and fringe costs of personnel assigned or other applicable fees as indicated in Board Policy 1330(d) and (e). During such times, the granting of the Use of Facility shall be predicated upon the availability of staff and the procedures of Board Policy 1330 shall be maintained.
8. Groups or organizations authorized to use the school facilities or grounds assume responsibility for the care of any facilities or grounds assigned to them, and shall be liable for any damage to school property resulting from the group's activities. School facilities must be left in the same condition as they are found. Desks, displays, etc., should not be disturbed. A check of the school facility shall be made before and after each activity by the person in charge of the activity.
9. Groups or organizations authorized to use school facilities assume responsibility for the conduct of both participants and spectators. A responsible adult representative is to be designated and present at all times.
10. Except for rest room facilities, members of the group or organization shall remain in the area or room assigned for the activity only.
11. No equipment or other obstructing material is to be placed in lobbies, corridors, exit doorways, or in front of emergency exits.
12. The District assumes no responsibility for the equipment or property belonging to the group or organization. Such property shall not be stored on school property, unless specifically approved by the Superintendent or his/her designee.
13. The District reserves the right to allow free access to all facilities or grounds at any time.
14. The District reserves the right to authorize the Superintendent or his/her designee the right to revoke authorization to use school facilities at any time.
15. Smoking, drugs, alcoholic beverages, and possession of weapons or firearms are all prohibited in school buildings and on school grounds. No person shall knowingly have in his/her possession any of these listed items. Violators will be subject to prosecution to the fullest extent of applicable local, state, and federal statutes.
16. The adult in charge of the activity must be present 15 minutes before the group will be permitted in the building.
17. The activity shall not extend beyond the hours approved in the request.
18. Only members of the organization noted on the request form are permitted in the building (unless special permission has been granted by the Superintendent and/or his designee).
19. The organization using the building shall be responsible for moving their equipment in and out of the building.
20. When access to the facilities is required during school hours, the undersigned, and any additional visitors, must first obtain permission from the school site Principal, and comply with visitor registration procedures in accordance with BP 1250(a).
21. Use of any vehicle on school property outside of designated areas is prohibited.

I have read and agree to comply with all regulations stated above:

Signature of Adult in charge - Group/Organization

Date

Signature of Alternate Adult in charge - Group/Organization

Date

Barstow Unified School District

Certificate of Liability

The Barstow Unified School District requires that all groups using district facilities carry liability insurance in the amount of at least \$1,000,000 per occurrence. A Certificate of Liability must be received by the Business Services Department prior to use of facilities. The District and California Schools Risk Management (CSRM) need to be endorsed as additionally insured on the certificate as holders. Additional information that needs to be included on the certificate description is the activity, date and site of usage.

Use of Facilities Fee Schedule

Group I Non-profit or Charitable Associations Group II Commercial Groups (Rental Value)

Room	Group I	Group II	
Classroom	\$15 per meeting	\$30/hour	3 hour minimum
Multipurpose Room	\$40 first hour \$18 additional hours	\$80/hour	3 hour minimum
Cafeterias/Kitchens	\$40 first hour \$18 additional hours	\$80/hour	3 hour minimum
Gym	\$60 first hour \$30 additional hours	\$120/hour	3 hour minimum
Fields - with lights without lights	\$300 – game	\$300/hour	3 hour minimum
	\$150 – game	\$150/hour	3 hour minimum
Staff	\$30/hour (2 hour minimum)*	\$30/hour	2 hour minimum
*\$20/hour – Straight Time \$30/hour - Overtime			

SAMPLE OF CERTIFICATE OF LIABILITY INSURANCE (ATTACH TO APPLICATION)

REPRODUCTION OF ACORD, INC. FORM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date: (MM/DD/YYYY)

The above notice confirms the provisions of the California Insurance Code, §384. Other states have similar provisions. It states that the policy, not the certificate governs coverage.

DUCER

This block identifies the Agent or Broker

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COVERED PARTY

The insured is your district's contractor or lessee

INSURER A

INSURER B

INSURER C

The insurer will be identified here. The insurer letter appears again near the left margin under "Type of Coverage" to show which insurer provides which coverage

THIS IS TO CERTIFY THAT THE COVERED PARTY NAMED ABOVE IS PROVIDED WITH THE COVERAGES LISTED BELOW FOR THE PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS (*This notice states that the policy supercedes the certificate form.*)

INS. LTR.	TYPE OF COVERAGE	POLICY NO	EFFECTIVE (MM/DD/YYYY)	EXPIRATION (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EA OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCUR) \$
	CLAIMS MADE				MED EXP (ANY ONE PERSON) \$
	WRONGFUL ACTS				PERSONAL & ADV INJURY \$
	ERRORS & OMISSIONS				GENERAL AGGREGATE \$
	GENERAL AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$
	POLICY PROJECT LOCATION				
	AUTOMOBILE LIABILITY				COMB SINGLE LIMIT (EA ACCIDENT) \$
	ANY AUTO				BODILY INJURY/PER INDIV \$
	ALL OWED AUTOS				BODILY INJURY/PER ACCID \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGGR \$
	EXCESS/UMBRELLA LIABILITY				EA OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				WC STAT OTHER
	Any Proprietor/Partnership/Executive Officer/Member Excluded? If yes, explain under Special Provisions				E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPL \$
					E.L. DISEASE - POLICY LIMIT \$

The above columns to the right identify limits per occurrence and aggregate for each type of coverage afforded. Pay special attention to low aggregate limits for public works-type contractors. Losses on other jobs may reduce coverage

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY

ENDORSEMENT/SPECIAL PROVISIONS

This section will usually be used to restrict coverage to a specific job or area. Watch for restrictions that would omit the coverage required by your specifications.

Cancellation provisions as written below guarantees nothing. Some brokers will cross out the words "endeavor to" but this still does not amend the policy.

CERTIFICATE HOLDER

CANCELLATION

Barstow Unified School District and
California Schools Risk Management
551 South Avenue H
Barstow, CA 92311

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

The authorized representative of the insurer should be an employee, unless the agent or broker is specifically authorized to sign on behalf of the company.

Example