

Kingsburg Joint Union High School District Facility Terms & Conditions

INSURANCE: Organization agrees to obtain at its sole expense and to provide evidence of liability insurance providing for minimum liability coverage of \$1,000,000 for bodily injury and property damage arising from the use of District's facility. Such policy must provide coverage on an occurrence basis. At the request of the district, such liability insurance policy or policies shall name the DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED WITH RESPECT TO ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT. Such coverage for additional insured shall apply as primary insurance. Any other insurance, or self-insurance, maintained by the District, its officers, agents and employees, individually and collectively, shall be excess only and on-contributing with insurance provided under Organization's policies. Organization's insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to the District.

LIABILITY*: If your organization is a recognized parent booster or scouting organization, by using the facility you agree to defend, indemnify and hold harmless the district, its board, officers, employees and agents from liability for any losses or injuries resulting from the negligence of the user group or any of its officers, employees, members or agents which may occur as a result of or during the use of the facilities.

If you are an organization other than a parent booster or scouting organization, by using the facility you agree to defend, indemnify and hold harmless the district, its board, officers, employees and agents from liability for losses or injuries of any kind, that may result in any way from the organization's use of the facilities, regardless of cause.

Organization will also be liable for any damage or destruction of school property and may be charged an amount equal to all damages and further use of facilities may be denied.

*If the organization is the University of California or California State University, or any sub-division thereof, then the foregoing paragraph shall be replaced with the following: Organization will be liable for injuries resulting from the use of the facilities or grounds and for all other resulting damages or injury in proportion to and to the extent such injuries or damages are caused by or result from the negligent acts or omissions of Organization, its officers, agents or employees. Organization hereby agrees to indemnify and hold harmless the District, its agents and employees, from all claims, actions, demands, liability, responsibility, damages, loss, cost and expenses of any nature whatsoever arising from Organization's use of the District facilities or grounds, including the cost of defending District, its agents and employees, against claims, actions or demands. Organization will also be liable for any destruction of school property caused by Organization and may be charged an amount equal to all damages and further use of facilities be denied.

USE CHARGE: The governing board of any school district shall grant without charge the use of any school facilities or grounds under its control, when an alternative location is not available, only to those organizations included in items 1 – 5 of this application and agreement. The foregoing does not apply if such organization is using school facilities for fundraising activities, which are not beneficial to youth, or public school activities of the district. The school district may charge an amount not to exceed its direct costs for activities other than those specified above pursuant to an adopted policy specifying those religious organization which has no suitable meeting place for the conduct of the services the district shall charge the church or religious organization an amount not to exceed its direct costs. In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the district or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which charge shall be equal to fair rental value. "Fair rental value" is the direct costs to the district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

IMPROPER USE: 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 by force, violence, or other unlawful means shall not be permitted or suffered. By signing this agreement the undersigned agrees, 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 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. This statement is made under penalties of perjury.

PROTECTION OF PROPERTY: School property must be protected from damage or mistreatment, and each third party user must be responsible for the condition in which it leaves the school facilities or grounds. In case school property is damaged, or must be cleaned as a result of such use, the same shall be paid or reimbursed by Organization.