

NEWCASTLE ELEMENTARY SCHOOL DISTRICT FACILITY USE AGREEMENT

E 1330

A \$1 MILLION LIABILITY INSURANCE CERTIFICATE NAMING NEWCASTLE ELEMENTARY SCHOOL DISTRICT AS ADDITIONAL INSURED IS REQUIRED PRIOR TO ANY SITE USAGE

RATES: See Schedule of Facilities Fees (and utility fees if used during non-school operating hours)

CLASSIFICATION: I II III IV (____ Confirmed by Bus. Office)

NOTE: See Schedule of Facilities Fees with descriptions (Circle One Above):

NOTE: No field use available on Fridays (field maintenance day).

Requested Dates (attach sheet with additional dates if needed)		Times (include set up/take down time)	
		From: _____ am/pm To: _____ am/pm	
		From: _____ am/pm To: _____ am/pm	
AREA REQUESTED:	Check All That Apply	AREA REQUESTED:	Check All That Apply
Field (upper campus)		Restrooms (upper campus)	
Gym (upper campus)		Restrooms (lower campus)	
Gym (lower campus-600 Bldg)		Stage/Amphitheater (exterior)	
Hard Courts (upper campus)		DISTRICT OFFICE ROOMS:	
Hard Courts (lower campus)		Board Room	
Kitchen (requires FS worker)		Conference Room	
Library		Professional Dev. Room #1	
		Professional Dev. Room #2	
EQUIPMENT:			
Chairs (# needed) NTE _____		Tables (# needed)	
Risers (# needed) NTE _____		OTHER:	

ADDITIONAL DETAILS OF THE EVENT (Please circle yes or no for each detail)			
Is this a non-profit organization? (If yes, give ID #)	Yes	No	
Fee charged for participation or donation accepted? (If yes, list amount of fee or donation)	Yes	No	Fee: \$ _____ or Donation suggested: \$ _____
Estimated attendance:			Number: _____
Open to the Public?	Yes	No	
Will food or drink be served?	Yes	No	
If yes to food/drink, list items to be served (requires prior approval of site administrator)			

PLEASE NOTE THE FOLLOWING:

- 1) All fees are due at time of reservation prior to use. CHECKS should be made payable to: Newcastle Elementary School District.
- 2) NESD reserves the right to alter, revoke, or otherwise reschedule events at its sole and absolute discretion. See complete terms of Facilities Use Agreement attached.
- 3) Should a group/organization choose to cancel their facility reservation date(s), a cancellation notice of at least three (3) business days is required in order to receive a full or partial refund.
- 4) In the event pre-paid facility use dates are not used, a refund check, less a processing fee of \$20.00 per unused date, will be mailed to the group/organization.
- 5) APPROVAL REQUIRED at least ten (10) working days prior to the date(s) of use requested.
- 6) APPROVAL PENDING availability of facilities and district support staff.
- 7) MUST provide Certificate of Insurance naming the Newcastle Elementary School District as "additional insured."
- 8) Attached a set-up diagram with this application if applicable.

Requesting Organization/Group: _____ **Contact Name:** _____

Organization/Group/Contact Name: _____ **Phone:** _____

Contact Email: _____ **Type of Event:** _____

STATEMENT OF APPLICANT: This undersigned applicant is an authorized official of the group submitting this application. The applicant has read the District's rules and regulations, and properly executed a copy of the "Statement of Information" and "Hold Harmless Agreement."

It shall be distinctly understood, and agreed, that subject applicant and related organization making this application assume ALL RISK FOR LOSS, DAMAGE, LIABILITY, INJURY, COST, OR EXPENSE that may arise during or be caused in any way by such use of occupant of the facility.

The applicant further agrees that, in consideration of being permitted to use said facilities, the applicant and/or organization will save and hold the Newcastle Elementary School District and their agents and employees free and harmless from any loss, claim, and liabilities or damages and/or injuries to persons and property that in any way may be caused by the applicant's use of occupancy of said facilities.

Statement of Information as Required by Education Code 38135 & 38136

The undersigned states that, to the best of his or her knowledge, 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;

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 the penalties of perjury.

Signature

The school board may require the furnishing of additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate Section 38135.

Hold Harmless Agreement

The organization shall take and assume all responsibility for the use of the Newcastle Elementary School District facilities. The organization shall bear all losses and damages directly resulting to it or to others on account of the weather, unforeseen difficulties, accidents, or any other cause.

The organization shall assume the defense of an indemnify and save harmless, the Newcastle Elementary School District and its agents from all claims of every kind, nature, description, arising from this agreement and from any and all claims, loss, damage, injury and liability howsoever the same may be caused resulting directly or indirectly from the usage of Newcastle Elementary School District facilities by the organization.

Assumption of Risk

The organization is advised that risks are inherent in the use of any public facility, including but not limited to the present of transmissible infections and disease such as the novel Coronavirus/COVID-19. Organization agrees to follow all required public health directives and guidelines, as well as prudent best practices, including but not limited to use of face coverings, social distancing, and cleaning/disinfecting protocols. In light of current public health guidance and possible health risks, organization still desires to use the facilities. Organization has acknowledged that it has been advised of certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but include the full range of COVID-19 symptoms, including death. Organization has read the previous paragraphs and knows, understands, and appreciates these and other risks that are inherent in using the Newcastle Elementary School District facilities. The organization, on behalf of itself, its employees, agents, invitees, and guests, voluntarily chooses to use the facilities and knowingly assumes all such risks.

NOTE: APPROVAL PENDING – You will be contacted when approval is granted.

I declare, under penalty of perjury, that the foregoing statement is true and correct.

Signature of Authorized Representative

Additional Insured Policy No. (*attach copy of policy*)

Name (printed) of Authorized Representative

Title & Organization

Dated:

FOR DISTRICT USE ONLY

Facilities/Grounds Available on Requested Date(s) YES NO

Staff Available on Requested Date(s) YES NO

Approval Signature of Site Principal or Designee: _____ Date: _____

Approval Signature of Director of Facilities or Designee: _____ Date: _____

Approval Signature of Superintendent: _____ Date: _____

Conditions of Approval (if any):

User Group (circle one): **I** **II** **III** **IV**

Insurance Certificate Attached: YES NO Expiration Date of Policy: _____

NESD Shown on Certificate as Additional Insured: YES NO Expiration Date: _____

Facilities Use Agreement Signed by Applicant: YES NO

<u>COSTS</u>		<u>APPROVALS</u>	
Facility:	\$ _____	Fees Paid:	\$ _____
Equipment:	\$ _____		Check # _____
			Or Cash _____
Personnel:	Regular:	Business Services	_____
	\$ _____	Signature:	_____
	Overtime:	Superintendent Signature:	_____
	\$ _____		
	Other:		
	\$ _____		
Utility Fees:	\$ _____		
TOTAL CHARGES:	\$ _____	Date:	_____

Copy to: Applicant
Principal/Site Director
Facilities/Maintenance Department
District Office Facilities Schedule Binder

(6/85, 9/87, 6/89, 9/13)
Board Approved: 6/23/21
Board Approved: 3/9/2022
Revised & Approved: 4/6/2022