

**VICTOR ELEMENTARY SCHOOL DISTRICT  
APPLICATION FOR USE OF SCHOOL FACILITIES**

TODAY'S DATE: \_\_\_\_\_

Request is hereby made by the undersigned for the use of the following school facilities on the date or dates set forth:

FACILITY	DATE	TIME:	FROM	TO
REQUESTING ORGANIZATION: _____				
PLANNED USE OF FACILITIES: _____				
EXPECTED ATTENDANCE: _____				
AN ADMISSION CHARGE OR COLLECTION WILL ___ OR WILL NOT ___ BE MADE.				

**REQUIRED CERTIFICATION (Education Code Section 38130, et seq. "Civic Center Act")**

38134 Charge for use-Equal to Direct Costs

The use of schoolhouses, property, and grounds ("Facilities") pursuant to this chapter shall be permitted in accordance with the Civic Center Act.

For any use of Facilities pursuant to Section 38134 (b) and (c), the governing board of the school district may charge an amount not to exceed its direct costs including, but not limited to, an amount sufficient to pay the cost to the district of supplies, utilities, and salaries paid school district employees necessitated by such use of Facilities of the district.

38134 (d) Charge for use by church or religious organization--At Least Direct Costs

For any use of Facilities by a church or religious organization pursuant to 38134 (d), the school district *must* charge an amount at least equal to the direct costs including, but not limited to, an amount sufficient to pay the cost to the district of supplies, utilities, and salaries paid school district employees necessitated by such use of Facilities of the district.

38134 (e) Charge for use where admission fees are charged or contributions solicited -Fair Market Value

In the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts of the admission fees or contributions are not expended for the welfare of the pupils or the district or for charitable purposes a charge shall be made for the use of the schoolhouses, property, and grounds which charge shall not be less than the fair rental value for the use of such schoolhouses, property and grounds, as determined by the governing board of the district.

38136 Determination of intention; form of information and discretion of board

No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of Section 38135.

For the purpose of determination by such governing board whether or not any individual, society, group, or organization applying for the use of such school property intends to violate section 38135, the governing board shall require the making and delivery to such governing board, by such applicant of a written statement of information in the following form:

1. Indemnification. The undersigned agrees to hold harmless, defend, and indemnify the Victor Elementary School District its Board of Trustees, the individual members thereof, and all district officers, agents and employees, against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of the Victor Elementary School District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by the undersigned or its agents, servants, employees, or implementation of this Agreement.
2. Applicant further states that he as read the rules and regulations applicable to the requested use of the Facilities and agrees to abide by and enforce the same.

3. "As-is". The Victor Elementary School District makes no representation or warranty to the undersigned of any kind, express or implied, regarding the Facilities and/or any equipment or personnel provided by the Victor Elementary School District. The undersigned hereby agrees that the Facilities are being licensed for use by the undersigned on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever. In furtherance hereof and without limitation, the undersigned acknowledges that it has inspected the requested Facility and the related technical facilities and the equipment, if applicable, is satisfied with the condition and fitness thereof, and accepts same "as is", with any and all faults and without warranty, express or implied, including, without limitation, any warranty of fitness for the undersigned's particular purposes. The undersigned expressly waives any and all claims for defects in the subject Facility and the related technical facilities and the equipment, including any latent defects therein.
4. Determination of Intention. The undersigned states that to the best of his knowledge, the Facilities for use 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 is making the application for use of the Facilities, does not, to the best of his 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 knowledge, it is not a communist-action organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

5. Damage to Facilities. The person and group utilizing the Facilities is responsible for any loss or damage to the Facilities.
6. Surrender of Center/Removal of Property. The undersigned agrees to vacate the subject Facility and remove all of its equipment and other personal property from the Facility on or before the expiration of the Use of facilities Application and Agreement ("Expiration Date"). As of the Expiration Date and without limitation of the undersigned's other obligations hereunder, the undersigned agrees to surrender possession of the Facility to the Victor Elementary School District in "broom clean" condition, without damage thereto whatsoever. In furtherance hereof, the undersigned agrees that time is of the essence with respect to its obligations hereunder. In the event the undersigned fails to vacate the Facility and remove its equipment and/or other personal property as required herein, such equipment and/or other personal property shall be deemed abandoned by the undersigned and the Victor Elementary School District may dispose of same as it sees fit, inclusive of the right (but not the obligation) to store same at the expense of the undersigned. The undersigned shall be solely responsible for all damages, including costs and expenses, incurred by the Victor Elementary District in furtherance of its rights hereunder.
7. Insurance. The undersigned agrees to maintain in full force and effect throughout the duration of the use of the Facilities a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with undersigned's use of the Facilities. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage. **The undersigned agrees to provide a Certificate of Liability Insurance listing the aforementioned coverage, naming Victor Elementary School District & Southern CA Schools Risk Management as Additional Insured. This certificate, along with the Additional Insured Endorsement must be received prior to use of the facility. Mail to: Victor Elementary School District, 12219 2<sup>nd</sup> Ave., Victorville, CA 92395, Attn: Administrative Services.**

SIGNATURE: \_\_\_\_\_  
 (Must be an officer of the group)  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

Date Placed on Calendar \_\_\_\_\_

Charges: \$ \_\_\_\_\_

## Date(s), Room(s), and Equipment(s) Requirements Page 2 of Use Agreement Application

Sponsoring Organization or Group: \_\_\_\_\_

Contact Person, Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

School/Facility Requested: \_\_\_\_\_ Room/Building: \_\_\_\_\_

Date of Use	Start Time 1	End Time 1	Start Time 2	End Time 2

### EQUIPMENT REQUIRED

Please check equipment need (equipment will NOT be provided unless it has been requested in advance.)

- Chairs (How many? \_\_\_\_\_)   
  Tables (How many? \_\_\_\_\_)   
  Microphones (How many? \_\_\_\_\_)  
 Special instructions (attach drawing) \_\_\_\_\_

For District Office Use Only			
Custodial	Hours:	Per Hour \$:	
Technical	Hours:	Per Hour \$:	
Food Services	Hours:	Per Hour \$:	
Other Labor	Hours:	Per Hour \$:	
Utilities			
Facilities Use Fees			
		Total Cost \$	

Site Administrator,                      Approval  Disapproval     Date \_\_\_\_\_    Signature \_\_\_\_\_

District Office Administrator,    Approval  Disapproval     Date \_\_\_\_\_    Signature \_\_\_\_\_

**USE OF FACILITIES  
SCHEDULE OF FEES**

	<u>Direct Cost</u>		<u>Fair Market Rental</u>	
	4 Hr. Base <u>Rate</u>	Added <u>Hourly</u>	4 Hr. Base <u>Rate</u>	Added <u>Hourly</u>
MPR/Cafetorium	60.00	15.00	125.00	31.25
Classrooms ( <i>empty CRs ONLY</i> )*	44.00	11.00	76.00	19.00
Fields	55.00	13.75	95.00	23.75
Custodial (mandatory)	Minimum 4hrs @ \$35/hr			
Supplies	(TBD, as need basis)			

*\*Empty classrooms can be rented by the hour at an actual cost of \$15.00 per hour or the fair rental rate of \$23.00 per hour between 5:00 and 8:00 p.m. Monday through Friday.*

*Add 50% to the hourly rate for use other than during regular working hours (normally Saturdays, Sundays and holidays) and a minimum of four hours charge.*

*Fees for use of facilities not listed, or for purposes not usually requested shall be established by the Assistant Superintendent of Business Services.*