

Bellevue Union School District
BUILDING FACILITY USE APPLICATION AND PERMIT

NOTE: It is recommended that Applicants become familiar with written Board Policy regarding the use of school facilities. Copies are available upon request. There may be a charge for use of the facility. BUSD is a tobacco free zone.

Date of Application: _____ Date First Wanted: _____

School Site Requested: _____

Other Dates or Arrangements (if wanted on a continuing weekly or monthly basis). Please attach a calendar listing the dates being requested.

Hours: _____ Unlock Building: _____ Lockup Building: _____

Facilities Wanted: Auditorium _____ Classroom: _____ Kitchen: _____

Other: _____

Equipment needed: _____
(All equipment must be operated by responsible adults only.)

Name of Organization: _____

Name of Person and Title Applying for Use: _____

Address: _____

email: _____ Telephone: _____

NOTE: The person applying on behalf of a society, group or organization must be a member of the society, group, or organization. He or she must also be an officer of the organization or present written authorization from the organization to make such application. This is required by state law.

Primary Purpose and Nature of Organization: _____

Intended Use of Facilities (Be specific): _____

Will you charge admission: _____ Yes _____ No

If so, how much? _____

What will the proceeds be used for? (Be Specific) _____

STATEMENT OF INFORMATION
(Required by California Code, Education Code - EDC § 38136)

NOTE: This Statement is made under penalty of perjury, and any person so signing this statement who willfully states therein as true any material matter which he or she knows to be false, is subject to the penalties prescribed for perjury in the Penal Code.

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 of ruse of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or 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 penalty of perjury.

INSURANCE

_____ (person/organization) (hereinafter referred to as "user") agrees to maintain public liability insurance or to maintain a self-insurance program for its operations and use of facilities of the Bellevue Union School District with limits as prescribed below.

The user agrees that under such required public liability insurance policy or public liability self-insurance program the Bellevue Union School District will be named as an additional insured with primary insurance coverage of at least one million dollars (\$1,000,000.00) combined single limit for personal injury and property damage with respect to the use of the school premises involved. Any public liability insurance or self-insurance program maintained by the Bellevue Union School District shall be in excess of, and shall not contribute with, the required liability insurance or self-insurance coverage provided to user. User's policy or program shall contain cross liability endorsements.

Activities determined by the District to be extraordinary risks may require larger amounts of coverage.

User agrees to furnish the Bellevue Union School District a certificate of insurance or of self-insurance as evidence of the existence of the above described liability insurance/self-insurance requirements.

User agrees to provide the Bellevue Union School District Thirty (30) days prior notice of cancellation or termination of the required liability policy/self-insurance program, and the certificate of insurance or of self-insurance shall require such notice.

HOLD HARMLESS AGREEMENT

In consideration of the Bellevue Union School District permitting the above use of District premises, _____ (Name of Organization) hereby waives any claim _____ (Name of Organization) may have against the Bellevue Union School District for any injury or loss incurred by _____ (Name of Organization) as a result of using the District premises.

In addition, _____ (Name of Organization) hereby agrees to defend and indemnify the District and its officers, agents and employees from and against any liability or claims, damages, costs or expenses in law or equity, including costs of suits and expenses for legal services, that may at any time arise or be claimed because of alleged damage to property, or death or injury to persons by reason of the operations of _____ (Name of Organization) on Bellevue Union School District's owned property, or because of any negligent act or omission of act on the part of the District, its officers, agents or employees, or because of any negligent act or omission of act on the part of the _____ (Name of Organization) its officers, agents or employees.

Signature of Person Applying

Print Name and Title

Date

Bellevue Union School District
Addendum

AGENCY, shall indemnify, defend with counsel acceptable to the DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with AGENCY'S use of DISTRICT's property pursuant to this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damage or compensation payable to or for AGENCY or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity obligation shall survive termination or expiration of this Agreement with respect to any Liability, which arose while the Agreement, was still in effect. AGENCY shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with AGENCY's use of such property.

Name of Party of Agreement

Date

Signature

Bellevue Union School District

Facility Use Fees

The Bellevue Union School District 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.

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students.

Facility	Fair Rental Value	Direct Cost
Classroom	\$40/hour	\$20/hour
Library	\$40/hour	\$20/hour
Multi-Use/Gym (available tables and chairs included)	\$75/hour	\$20/hour
Kitchen**	\$50/hour	\$50/hour
Restrooms	included	included
Athletic Fields/Outdoor Events	\$45/hour	\$20/hour
Parking Lot	included	included
Application fee	\$0	\$0
District Personnel Cost*	\$40/hour	\$40/hour
Refundable Security Deposit	\$100	\$100

All cost is noted per hour unless indicated otherwise

*4-hour minimum on weekends - use of A/V equipment requires District Personnel to set up & maintain

** Requires BUSD food service staff member present

r1/15/19

Date: _____ Name: _____
(Please Print)

_____ (Name of Person/Organization) is permitted to
use, _____ (Name of Site/Location) and
equipment _____ (list equipment for use) subject to the
Bellevue Union School District Board Policy and the above Application and Permit, during the
following time period: _____
Time/Date(s)

Calendar attached: _____ Yes _____ No

Insurance attached: _____ Yes _____ No

Date approved: _____ Signed: _____
School Site Principal

Date approved: _____ Signed: _____
Superintendent

Fee Collected: \$ _____ Fee Waived _____ Date: _____ Signed: _____
CBO

The above listed information has been reviewed, confirmed and approved as indicated
above.