



APPLICATION AND AGREEMENT FOR USE OF FACILITIES

REQUEST TO USE _____ TODAY'S DATE _____

APPLICANT _____
(NAME OF ORGANIZATION)

REPRESENTED BY _____
(AUTHORIZED REPRESENTATIVE)

ADDRESS _____
(STREET, CITY, ZIP CODE)

TELEPHONE _____ E-MAIL _____

OCDE CONTACT (If applicable) _____

Table with 7 columns: DATE(S), DAY(S) OF WEEK, HOURS (From - To), NUMBER OF HOURS, PERSON IN CHARGE, TITLE OF EVENT/DESCRIPTION OF ACTIVITY, ESTIMATED ATTENDANCE

TYPE OF ORGANIZATION: [] PROFIT [] NON-PROFIT (attach copy of Non-Profit status letter)

AN ADMISSION CHARGE OR CASH COLLECTION WILL BE MADE: [] Yes (explain below, if applicable) [] No

Net Proceeds to be used for _____

APPLICANT WILL NEED TECHNOLOGY/MEDIA SERVICES: [] Yes [] No

APPLICANT WILL NEED REPROGRAPHIC SERVICES: [] Yes [] No

APPLICANT WILL NEED OCDE FOOD SERVICES: [] Yes [] No (explain below, if applicable)

[] Other _____

[] Private Catering _____
(Business Name, License, & Phone #)

1. This application and agreement is entered into between the Orange County Department of Education/Orange County Superintendent of Schools (hereinafter referred to as "OCDE/OCSS") and Applicant wherein the OCDE/OCSS agrees to allow the Applicant to use its facilities, designated adjoining areas, including parking lots, and designated equipment and furniture, hereinafter all referred to as "Facilities", and Applicant agrees to use the Facilities and be legally bound by the terms and conditions as set forth herein. The OCDE/OCSS Facilities Use Policies and Procedures and Facilities Use Fee Schedule are attached hereto and incorporated herein by reference.

2. Applicant agrees that the OCDE/OCSS assumes no liability or responsibility for any personal property of Applicant or of its employees, agents, representatives, guests or invitees brought onto the Facilities, during the term of this application and agreement.

3. Applicant agrees that in the event this permit is canceled due to applicant's failure to meet agreement requirements, refund of any fees paid will be at the sole discretion of the OCDE/OCSS.

4. Any application may be revoked by OCDE/OCSS without prior notice when unforeseen or unavoidable circumstances occur and the facilities are needed for educational or emergency resource purposes. Should an application be revoked for these reasons, all fees shall be refunded to Applicant.

5. Any modifications to this application and agreement such as changes in date or extension of time shall be made only with the written consent of the OCDE/OCSS.

6. Applicant agrees that it will reimburse the OCDE/OCSS for any expenditures, which may be incurred as a result of Applicant's use of the Facilities.

APPLICATION AND AGREEMENT FOR USE OF FACILITIES (Continued)

7. Applicant hereby agrees to hold harmless, indemnify and defend the Orange County Superintendent of Schools and the Orange County Board of Education and its officers, agents and employees from any loss, damage, liability, cost or expense that may arise as a result of the Applicant's use of the Facilities, unless such loss, damage, liability, cost or expense is due to the sole negligence of the OCDE/OCSS, its officers, agents or employees.

8. Applicant shall, at Applicant's sole cost and expense, provide for and maintain in full force and effect during the term of this application and agreement, a policy or policies of insurance covering Applicant's rental of OCDE/OCSS facilities and furnish a certificate of insurance evidencing all coverages and endorsements required hereunder prior to the commencement of the rental of OCDE/OCSS Facilities. All insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Applicant agrees to secure and maintain comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and comprehensive automobile liability insurance covering all owned, non-owned and hired vehicles in an amount of One Million Dollars (\$1,000,000.00) per occurrence. In the event that Applicant' insurance coverage includes damages for rental property limits, those limits shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence. Applicant further agrees to provide an endorsement to its comprehensive general liability policy or policies naming the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees as additional insured. Applicant shall deliver the certificate of insurance along with a copy of the required endorsements at least ten (10) business days in advance of the use of the Facilities.

In the event that Applicant is either partially or fully self-insured for its liability exposures, Applicant must notify OCDE/OCSS in writing and provide OCDE/OCSS with a statement signed by an authorized representative of Applicant stating that Applicant agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

9. **STATEMENT OF INFORMATION** *(Pursuant to Education Code section 38136)*

The undersigned, as duly authorized representative for Applicant, states that, to the best of his or her knowledge, the Facilities for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

10. Applicant agrees that any use contrary to or in violation of any law, rule, regulation, condition or term of this application and agreement shall be grounds for immediate cancellation of the use of the Facilities and removal of the Applicant from the Facilities and shall bar such Applicant from further use of the Facilities.

11. Applicant has read and fully understands and agrees to all the terms and conditions set forth in the OCDE/OCSS Facilities Use Policies and Procedures and agrees to the Facilities Use Fee Schedule. Applicant agrees to submit all fees, proof of insurance, and non-profit status, if applicable, ten (10) business days prior to event.

12. The undersigned, as the duly authorized representative of Applicant, certifies that he/she has read and fully understands and agrees to the terms and conditions of this application and agreement and agrees to abide by all applicable laws of the State of California and all other directives of the OCDE/OCSS. The undersigned certifies that all statements made herein are true and correct and are made under penalty of perjury.

 AUTHORIZED REPRESENTATIVE'S SIGNATURE

 PRINT NAME

 TITLE

DO NOT WRITE BELOW THIS LINE

<p><u>CERTIFICATE OF INSURANCE:</u></p> <p><input type="checkbox"/> RECEIVED</p> <p><input type="checkbox"/> ON-FILE</p> <hr/> <p><u>FACILITIES USE APPROVAL:</u></p> <p><input type="checkbox"/> APPROVED</p> <p><input type="checkbox"/> DISAPPROVAL</p> <hr/> <p style="text-align: center;">FACILITIES/OPERATIONS ADMINISTRATOR</p> <hr/> <p style="text-align: center;">DATE OF APPROVAL</p>	<p><u>FEES:</u></p> <p>APPLICATION PROCESSING (Non-Refundable): \$ _____</p> <p>FACILITIES ASSIGNED: _____</p> <p>FACILITIES USE: _____ hrs/days @ _____ \$ _____</p> <p>FACILITIES STAFF: _____ reg. hrs. @ _____ \$ _____</p> <p>_____ overtime @ _____ \$ _____</p> <p>_____ holiday @ _____ \$ _____</p> <p>TECHNOLOGY/MEDIA SERVICES: _____ \$ _____</p> <p>REPROGRAPHIC SERVICES: _____ \$ _____</p> <p>KITCHEN STAFF/FOOD SERVICES: _____ hours (To be billed separately by OCDE Food Services)</p> <p>OTHER (explain): _____ \$ _____</p> <p style="text-align: right;">TOTAL \$ _____</p>
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DISTRIBUTION: Facilities; Fiscal Services; Applicant