

Ontario Montclair School District

950 W. D Street Ontario, CA 91762

Facilities Planning Department: Phone: (909) 418-6483 Fax: (909) 459-2572

FACILITIES PLANNING DEPT. TIME STAMP HERE

DATE OF APPLICATION: _____

Site Requested: _____

DATE(S) AND TIME(S) OF USE

DAY(S) (Mon- Sun) DATES NEEDED (month/day/year) TIME OF USE (hour:min am/pm)
Starting: Ending: To

Area Requested: Multi-Purpose Room or Auditorium Classroom Kitchen Meeting Room Library Playground
Parking Lot Restrooms Field use (For children's leagues: you must show a roster w/ name, school attending, and age with your application.)

Equipment Needed: Folding Chairs Folding Tables P.A. System Other:

ORGANIZATION INFORMATION

Name of Organization: Address:

Phone: Email:

Purpose of Facility Request: _____

Expected Attendance: Will admission or collection be made? (Yes/No) What amount per person? \$

For what purpose will net proceeds be used? _____

If proceeds are for charitable purposes, give name of organization: _____

Conditions for use: Payment in full is due one business week prior to the event. No cash will be accepted. Returned checks will be charged a \$35 fee, which will be applied to the amount owed and future payments will only be accepted in the form of a cashier's check or money order. If payment is not received one business week prior to facility request date, approval to use facility will not be given. (Tenant user agrees to comply with the Terms and Conditions of this Facilities Use Agreement and attached COVID-19 addendum.)

Cancellation Policy: To cancel, notify the Facilities Planning Department in writing at least 72 hours prior to the event. Failure of an organization to provide this notice to the District will result forfeiture of payments already collected. The Ontario Montclair School District reserves the right to cancel or modify this Facilities Use Agreement or any event(s) by giving a 24 hour notice to the tenant user listed above.

Print- Tenant User Name Signature- Tenant User Date

Print- Site Official Name Signature of Authorized Site Official Date

***** FACILITY PLANNING DEPARTMENT USE ONLY *****

Fees Site Approval Given By: Date:
Facility: hrs. x \$ = \$ Phone E-mail (Print e-mail & attach to paperwork)

Labor: hrs. x \$ = \$

Restroom/Supplies hrs. x \$ = \$

TOTAL COST PER USE = \$

Payment Received On: _____

Keys Checked Out: YES NO Insurance Certificate: YES NO N/A / / EXP.

Lock Provided: YES NO Roster(s): YES N/A

Key Checked Out By: _____ COVID-19 Addendum: YES NO (must be signed and attached)

Keys or Lock Returned: _____ Waiver "Sign-In Sheet" Required: YES NO
(Signed Key form by Applicant and Approver must be kept with this paperwork) (If YES, Sign In Sheet must be submitted NO LATER THAN 48 HOURS AFTER THE EVENT)

COMMENTS/CONDITIONS: _____

APPROVED NOTIFICATION SENT: SITE: APPLICANT

(INDICATE DATE & VIA E-MAIL, FAX, OR MAIL)

FACILITY USE AGREEMENT: APPROVED DENIED

Signature of Authorized District Official Date

FACILITY USE AGREEMENT

This application when approved becomes the permit to use District facilities.

The application must be submitted by a representative of the requesting organization who is at least 18 years of age. The application is first reviewed by the Site Principal who determines if the facilities are available. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. Permit to use District facilities are on a first come first serve basis.

All applications must be received at the school site at least three weeks in advance of the requested date. After the school site approves the request, it will be routed for final approval to the Facilities Planning Department prior to the requested date. You must have final approval five business days prior to the scheduled event. The Ontario Montclair School District reserves the right to cancel or modify this Facilities Use Agreement or any event(s) by giving a 24 hour notice to the tenant user.

INSURANCE & INDEMNIFICATION

Certificate of General Liability Insurance (\$1,000,000.00 per occurrence) naming the Ontario-Montclair School District as Additional Insured must be submitted to the Facilities Planning Department prior to final approval of the application. A separate Insured Endorsement may be required for certain activities. Applicant will indemnify, defend and hold harmless the District, its officers, employees, agents and volunteers for any and all claims and expenses (including reasonable attorney's fees) arising out of the use of the facility.

DISTRICT PERSONNEL REQUIREMENTS

Custodial or grounds service is required the entire time the building facilities are in use. The assigned custodian/grounds staff member shall be responsible for verifying the group's authority to use the facility; for making necessary arrangements to accommodate the meeting; for cleaning and returning the facility to its proper condition for school use. Custodian/grounds staff member shall not open any facilities until the sponsor or director has arrived. Use of a school kitchen requires the presence of a Food & Nutrition Services employee during the entire use of the kitchen or for a minimum of two hours. Security staff to be assigned as determined by the District. The District shall determine the need for additional personnel such as custodians, nutrition services workers, security officers, grounds keepers, audiovisual technicians, etc. depending on the nature of the activity. The cost of services provided by District personnel is the responsibility of the user group. No group, organization, or individual may donate a gift to anyone as a consideration for services performed while on duty as an employee of Ontario-Montclair School District. Only the Board of Education may pay District employees for service rendered on behalf of an organization using a District facility.

FEES

The Board shall charge at least direct costs to all groups granted facility use under the Civic Center Act. "Direct Costs" are defined as the cost of supplies, equipment, utilities, custodial and other personnel services provided by District the Ontario-Montclair School District. Fees will be based on the current fee schedule. **Requests for future use will not be approved pending payment of past due invoices. Pre-payment may be required for future requests.**

RULES FOR USE

Use is limited to the specific facilities, dates, times and equipment as requested and approved. **Use of the facility is not guaranteed and is subject to the demands of the Ontario-Montclair School District. The District reserves the right to modify use schedules due to District functions including Saturday School.** All facilities MUST be vacated by 10:00 pm. No intoxicants, narcotics or tobacco products are permitted on school property. Profane language, quarreling, fighting and gambling is prohibited. Violation of this rule by any organization during occupancy shall be sufficient cause for denying use of school facilities to the organization. (Board Policy 1330) All vehicles must park in designated parking spaces. Vehicles are not allowed beyond access gates. Vehicles blocking access gate areas may be cited. User is responsible for any graffiti resulting from the event. Removal of graffiti by District personnel will result in charges to user group. Applicant is fully responsible for damage which occurs to the school during usage by the applicant. The cost for repair shall be paid by the applicant. Such damage shall be grounds for cancellation of use permit. This condition is in accordance with Education Code 38134.

The school property, for use of which application is hereby made, will not be used for the commission of any crime, violation of Board Policy, or any act intended to further any program or movement; the purposes of which is to accomplish the overthrow of the government of the United States. All individuals, groups or organizations in their use or occupancy of school property, shall comply with all applicable laws, rules and regulations. Any use contrary to or in violation of any law, rules or regulation, shall be grounds for cancellation of the permit and for removing the users from the property, and may bar such individual, group or organization from further use thereof. (Education Code 381135) No lottery shall be conducted on school grounds or in any way be connected with the permit to use District facilities. Users wishing to cancel their scheduled use must do so no later than 72 hours prior to the date of the event to avoid being charged. The use of smoke/fog machines is prohibited. No modification to the facility is permitted, including hanging signs on internal/exterior walls, ceilings, windows, fences, etc.

FIELD USE

In order to ensure that our fields are kept properly for instructional use by students, the fields are subject to periodic closure for restoration, maintenance, and conservation. Outside Facilities may be used only with an approved District Facility Use Agreement. Restrooms are not available for field use. Portable restrooms are the responsibility of the user group. Location and placement of the portable restroom is to be determined by site administrator and District staff. Fields shall be left in the same condition in which they were found. Users shall clean up the area after each use. Damaged beyond normal wear or failure to leave grounds in a clean condition after use can result in terminating the applicant's use. Costs incurred by the District to affect repairs or to clean up after a user must be paid by the user. Users will be billed for costs when the organization's use has resulted in expense for the District. Vehicles are prohibited on fields because of the risk to field damage. Applicant shall inspect the facilities and grounds for existing hazards prior to use and agree accept the facility and grounds in an "as is" condition. Hazards or other problems are reported District during operating hours at (909) 418-6482 and after-hours at (909) 398-0256.

Athletic field users may use pylons of delineators to delineate the field, use of weed oil, paint or any other substance, toxic or otherwise, is prohibited by law and may result in a penalty imposed by the South Coast Air Quality Management District as will a loss of facility/ground use privileges.

Fields may be closed due to drought conditions, renovation and restoration. Tenant user will be given 24 hour notice.

BOARD POLICY

User groups shall comply with current Board Policy 1330 as well as other policies established by the Board of Education as may be amended or revised.

CIVIC CENTER ACT

There is a civic center at each and every public school facility and grounds within the state where the citizens, parent teachers associations, Camp Fire girls, Boy Scout troops, veterans' organizations, farmers' organizations, school-community advisory councils, senior citizens' organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities of the public school district may engage in supervised recreational activities, and where they may meet and discuss, from time to time, as they may desire, any subjects and questions that in their judgment pertain to the educational, political, economic, artistic, and moral interests of the citizens of the communities in which they reside. For purposes of this section, "veterans' organization" are those groups included within the definition of that term as specified in subdivision (a) of Section 1800 of the Military and Veterans Code. The governing board of any school district may grant the use of school facilities or ground as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements, and restrictions set forth in this article, for any of the following purposes:

- Public, literary, scientific, recreational, education or public agency meetings.
- The discussion of matters of general or public interest.
- The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization that has no suitable meeting place for the conduct of the services, provided the governing board charges the church or religious organization using the school facilities or grounds a fee as specified in subdivision (d) of Section 38134.
- Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
- The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
- Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for an supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious or denomination.
- A community youth center.
- A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization.
- Other purposes deemed appropriate by the governing board. (Amended by Stats. 2006, Ch. 205, and Sec. 2.)

STATEMENT OF INFORMATION

Legal authorization for use of school property for public purposes shall be determined by the Education Code, State of California-Division 12, Chapter 4- PUBLIC USE OF SCHOOL PROPERTY FOR PUBLIC PURPOSES, Section 40040 through 40058, inclusive.

INDEMNIFICATION

The applicant agrees to and does hereby indemnify and hold harmless the Ontario-Montclair School District, its officers, agents, and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the district or any persons, firms or corporations employed by the district upon or in connection with the activity called for in this agreement.
- Any injury to or death of persons or damages to property, any loss or theft sustained by person, firms or corporations including the applicant arising from any act of neglect, default, omission, negligence or willful misconduct of the applicant or any person, firm or corporation employed by the applicant, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off district property

The applicant, at his/her own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the district, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the district, its officers, agents, or employees in any action, suit or other proceedings as a result of the activity called for in this agreement.

The undersigned, states that to the best of his/her knowledge, the school property 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.

The undersigned further declares that the organization on whose behalf he/she is applying for the use of school property upholds and defends the Constitutions of the United States and the State of California.

The organization agrees to abide by all rules and regulations governing the use of school facilities.

LIABILITIES & DAMAGES

Organization agrees to pay for damages and injuries due to an unsafe use or misuse of school facilities, including the permitting of access to the District's property by third parties, and agrees not to hold the District liable for injuries, damages as a result of misuse or equipment or failure to follow procedures and safety rules. The Ontario Montclair School District reserves the right to refuse the use of District facilities if the request is more than the District will be able to handle.

The following list includes examples of prohibited activities:

- Activities forbidden by law or Education Code
- Consumption of alcoholic beverages/Smoking
- Air rifles or pistols, BB guns, flow guns, dart guns
- Animals of any kind
- Bows and arrows
- Drones, rockets, and other projectiles
- Guns or Firearms of any type
- Golfing/Skate Boards/ Model airplanes or cars
- Moving equip., such as picnic tables/benches/site trash cans

SMOKING OF ANY KIND IS PROHIBITED ON ALL DISTRICT PROPERTY

Ontario-Montclair School District

CORONAVIRUS ADDENDUM

For

APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES

Date of Application: _____ Requested Facility: _____

Multi-Purpose Room _____ Kitchen _____ Classrooms(s) _____ Other: _____

Month: _____ Day(s) of Month: _____ Time(s): _____

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

1. Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Applicant/Representative (the “FACILITY USER”) agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a. <https://covid19.ca.gov/>
- b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- c. <http://sbcovid19.com/>

2. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.

3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.

4. The District may terminate the FACILITY USER’s use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER’s use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER’s sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).

6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. (“Your” is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Ontario-Montclair School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators,

directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY’S ACTIVE OR PASSIVE NEGLIGENCE.

Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus recommnetations and instruction during the use of the District facility.

Name of FACILITY USER’s Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Phone: (_____) _____