



FACILITY USE APPLICATION AND AGREEMENT

Information Regarding Requesting Organization

Name of Organization: _____
("Applicant")
Type/Purpose of Organization: _____
Name of Contact Person: _____
Address of Organization: _____
Phone Number: _____
Email Address: _____

Information Regarding Facility Use Request

Identify Requested Facility: _____
Date and Time Requested: _____
Purpose/Description of Event: _____
Describe Arrangement of Tables
and Chairs: _____
Equipment Request (if any): _____
Will food and/or beverage be served? _____
Will an admission fee be charged? _____

AGREEMENT

1. Permitted Use. This Agreement authorizes Applicant to use the National School District ("District") facility identified above for the purpose described above on the date and time stated above.
2. Compliance with Rules, Regulations, and Law. Applicant hereby agrees to comply with all District policies and procedures, including the Rules and Regulations attached hereto, during its use of District facilities. Applicant further agrees to comply with all applicable laws related to its use of the facilities.
3. Fees. Applicant acknowledges that the District will charge Applicant for its use of the facility pursuant to the Fee Schedule attached hereto. Applicant agrees to timely pay all such charges.

4. COVID-19. Applicant shall read and sign the Coronavirus Addendum attached hereto.
5. Maintenance. Applicant shall use its best efforts at all times during its permitted use of District facilities to keep the facilities in a safe and clean condition, free of trash and other nuisances.
6. Damages. Applicant shall be responsible for any damages sustained to District property, furniture, or equipment because of the use or occupancy of District property pursuant to this Agreement. Applicant will pay any costs or fees incurred as a result of such damage, as determined and invoiced by District.
7. Insurance.
 - a. Applicant shall furnish liability insurance showing the Applicant has coverage as required by the District covering all activities of Applicant conducted on District property pursuant to this Agreement. The liability insurance shall provide coverage of no less than \$500,000. PRIOR TO APPROVAL OF EVENT OR ACTIVITY THE DISTRICT MUST RECEIVE AND ACKNOWLEDGE RECEIPT OF A CERTIFICATE OF INSURANCE AND AN ENDORSEMENT NAMING NATIONAL SCHOOL DISTRICT AS AN ADDITIONAL INSURED.
 - b. The insurance coverage afforded to the District, pursuant to this Agreement, shall be primary insurance coverage which must be exhausted before any liability, expense or fee payments are made by District pursuant to any Joint Powers Agreements, or by any other insurance coverage which District may have.
8. Indemnity. All activity conducted on District property by Applicant shall be at the risk of Applicant exclusively and Applicant shall indemnify and hold District, its officers, agents and employees harmless against any and all losses, damages, liability, claims, demands and causes of action arising out of or in any way connected with the use by Applicant of District property, including premises liability. Applicant shall owe this indemnity obligation to District, its officers, agents and employees even if the loss, damage, liability, claim, demand or cause of action resulted from District's alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive. However, Applicant shall not be obligated under this agreement to indemnify District with respect to willful misconduct of District, its officers, agents or employees.

It is the intent of the parties to this agreement that National School District ("District") will not be responsible for paying any expenses, attorney's fees or liability amounts as a result of the use of District property and facilities by Applicant pursuant to this agreement.

9. Governmental Activity.
 - a. By accepting this information and proceeding with this reservation, Applicant states that to the best of his/her knowledge, the school property, for use of which this 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/she is making application for use of school property, does not, to the best of his/her/their 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/her knowledge, it is not a communist-action organization or communist-front organization required by the law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.
 - b. No permit for the use of District property shall be granted to any individual or group for any purpose which would reflect in any way upon, individuals in the United States because of an immutable characteristic or protected classification.

c. District premises shall not be used by any person or group as its political campaign headquarters for any purpose.

10. No Assignments. This Agreement shall not be assigned or sublet to any other organization or person. For clarity and the avoidance of doubt, this Agreement may not be assigned or sublet.

11. Approval Requirement. Before any online requests are approved (if applicable), a copy of this Facilities Use Application and Agreement must be printed, signed and submitted to: National School District, Attention: Business Services Department, 1500 'N' Avenue, National City, CA 91950; or fax to: (619) 336-7551; or email to aavanesyans@nsd.us. DO NOT advertise or promote said event until all site and administrative approvals are complete.

Applicant Signatures

Signature of Applicant: _____

Title of Applicant: _____

Date: _____

Signature of Sponsor: _____

(if applicable)

Title of Sponsor: _____

Date: _____

District Signatures

Signature: _____

Title: Assistant Superintendent of Business Services

Date: _____

Signature: _____

Title: School Site Principal

Date: _____

For District Use Only

Staff Member on Duty: _____

Staff Hours: _____

FACILITY USE RULES AND REGULATIONS

1. The use of facilities for meetings at which social, economic, or political subjects are to be discussed will be granted only on the condition that such meetings will have no admission fee and will be open to all members of the community who desire to attend.
2. Applicant shall assume financial responsibility for any damage that occurs. The Governing Board of the National School District (“Board”) shall charge the amount necessary to repair the damages or replace the property and may deny the group further use of school facilities.
3. Alcoholic beverages, intoxicating beverages, smoking, illicit drugs, hazardous materials, weapons, and firearms are not permitted on District premises.
4. The District may require that a District employee be present during the use of school facilities, including thirty (30) minutes before and after the event. Private parties, religious organizations, and community organizations whose proceeds are not expended for the benefit of the District will be charged for rental of the facilities and direct costs to the District. A deposit may be required based on the estimated cost of the function. A reasonable amount of setup and cleanup time will be allotted for custodial and food service labor and may vary with the scope of each activity.
5. The District’s facilities use fee schedule is attached hereto. Applicant will be charged in accordance with the fee schedule.
6. Labor and rental rates are based on estimated usage. Any additional time will be billed separately. Labor rates may include at least one (1) hour, as custodians need to be at the site thirty (30) minutes before and after the event.
7. The Director of Child Nutrition will determine whether a Child Nutrition Services employee shall be on duty at the event.
8. The Agreement is subject to cancellation if the facility is needed for school-related activities.
9. All printed materials advertising activities or events that will occur in District facilities or on District grounds must contain the following statement in bold print and type point at least as large as the majority of the other print in the flyer/printed material:

“Although the above activity is on the facilities/grounds of the National School District as provided by California law under the Civic Center Act, the National School District is not sponsoring, supporting or supervising the event or activity, nor does it in any way lend its endorsement or support to the information provided above.”
10. Applicants using facilities are required to give forty-eight (48) hours’ notice of cancellation. Applicants that fail to provide such notice will be responsible for full staff costs and use of facilities charges.
11. Applicants must comply with District Board Policy and Administrative Regulation 1330, both titled “Use of School Facilities.”
12. As further outlined in the attached Addendum, any Applicant permitted to use a District facility agrees to abide by and to require all attendees and participants in such facility use activities to comply with all local, state, and federal public health laws and other guidance applicable to the activity conducted on District facilities.

13. Applicant must coordinate with the District to ensure no event occurs during student testing and that student academic schedules and coursework will not be interrupted.
14. No overnight or extended short-term storage of vehicles is permitted.
15. The District reserves the right to access facilities during Applicant's use for any reason.
16. The District reserves the right to terminate the Agreement for any reason and shall not be responsible for any lost profits, lost income, or other implications resulting from cancellation of an event. If Applicant has paid the District prior to the District's termination of the Agreement, Applicant may be entitled to reimbursement of labor and rental costs.

FACILITIES USE CORONAVIRUS ADDENDUM

Date of Application: _____

Requested Facility: _____

Date/Time: _____

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/Facility User agrees to this Coronavirus Addendum which is hereby incorporated into the Application and Agreement.

1. Applicant/Representative/Facility User (the “Applicant”) acknowledges that the County of San Diego, acting through its Health Officer, has imposed health protocols on all individuals, business, and organizations, including Applicant, due to COVID-19, the 2019 Novel Coronavirus (the “Coronavirus”).
2. Applicant has read and agrees to strictly, and without exception, follow all the guidelines related to Coronavirus (“Guidelines,” as set forth in more detail at the links below), as may be amended, updated or superseded from time to time. 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. <https://www.sandiegocounty.gov/coronavirus.html>
- 2.1. Applicant acknowledges that the Guidelines contemplate and/or impose certain requirements for facility readiness, including deep cleaning of facilities to prevent the spread of the Coronavirus, and Applicant hereby agrees that such deep cleaning/sanitation and other facility readiness requirements will be performed by or at the direction of the District before and after Applicant’s use, in order to ensure that the standards for cleanliness and readiness are met in accordance with the Guidelines. Although such deep cleaning/sanitation may be performed by or at the direction of District, Applicant will bear the cost of such additional cleaning, readiness and/or sanitation as it relates to Applicant’s use of the Facility, including, without limitation, the cost of labor and supplies necessary to perform such cleaning/sanitation, if requested by District. Such costs will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District’s Governing Board for the current term.
- 2.2. Applicant further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and impose certain requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces, equipment and facilities during Applicant’s use of District’s facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Applicant’s program and activities to prevent the spread of the Coronavirus. Applicant agrees that Applicant, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with the Guidelines by Applicant and Applicant’s employees, volunteers, participants, partners, officers, members, contractors, customers, guests, invitees, staff, spectators, and all other related persons, agents, and entities (“Facility User Parties”).
- 2.3. Applicant shall have protocols in place and shall take all precautions necessary to ensure Applicant and its Facility User Parties do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. Applicant understands and agrees that Applicant will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.
3. The Applicant 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.

4. The Applicant shall stop the event immediately and send any invitee/participant away if Applicant observes any instance of non-compliance with the Guidelines.
5. The District may terminate the Applicant's use of the District facility at any time if, in the sole discretion of the District, the District determines that the Applicant or the Facility User Parties are not in full compliance with the Guidelines and/or pursuant to orders or directives of the County of San Diego or other governmental agency. If the District terminates the Applicant's use of the District facility pursuant to this paragraph, the Applicant will be not be entitled to a refund of any fees for use to date and will not be entitled to recover any consequential damages arising from such termination. Failure of the District to terminate Applicant's use of the District facility shall not relieve Applicant from any responsibility or liability for its own failure to comply with its requirements set forth above.
6. The District makes no representation regarding the condition of the facility to be used by Applicant. Applicant acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to Applicant 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, including, without limitation, any representation or warranty of fitness or suitability for Applicant's particular use or purposes.
7. Applicant recognizes that there is presently a significant element of risk of Coronavirus transmission inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Applicant agrees that District cannot ensure the safety of Applicant or its Facility User Parties from risks of the Coronavirus or other related or similar pandemics. Applicant has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. Applicant assumes all risks, known and unknown, arising from Applicant's and its Facility User Parties' use and occupancy of the District facility, including risks related to the Coronavirus. Applicant 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 the Facility User Parties' use and occupancy of the District facility.
8. To the fullest extent permitted by law, Applicant releases the National School District, its affiliated campuses, Governing Board, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District Parties"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of the Facility User Parties' use and occupancy of the District facility, including any and all risks related to the Coronavirus. This release is intended to discharge the District from any and all liability arising out of or connected in any way with the Facility User Parties' use and occupancy of the District facility, even if such liability may occur or arise out of any actual or alleged negligence or carelessness on the part of the District. Applicant understands that by signing this Addendum, Applicant is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that it is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.
9. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND/OR MY ORGANIZATION, APPLICANT AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT PARTIES 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'S OR ANY OTHER PERSON'S OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

10. In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

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 Guidelines and health protocols during the use of the District facility.

Name of Applicant's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Phone: _____



FACILITY USE RATES

	Rental Fee Per Hour (3 Hour Minimum)	Staff Cost Per Hour (Duration of the event plus one additional hour for set up and clean-up)
Auditorium	\$30	\$30
Kitchen	\$10	\$29

*Staff costs for events held on holidays will be charged at the rate of \$40.00 per hour.

	Hours Requested (3 hr minimum)		Rate		Fee
Auditorium	_____	x	\$30	=	_____
Kitchen	_____	x	\$10	=	_____
Custodial Staff	_____	x	\$30	=	_____
Kitchen Staff	_____	x	\$29	=	_____
			Total Due:		_____