



San Ramon Valley Unified School District

Facilities Use Rental

Terms of Use

Any Violations of these Rules by Law could impinge the approval of future permit.
Facilities Use Department | facilities.use.staff@srvusd.net | (925) 824-1883

Terms and Conditions

This Agreement, when signed by the applicant and a representative of the San Ramon Valley Unified School District, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. The balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions, which force the cancellation of the event. San Ramon Valley Unified School District agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions, and time of year. **ADDITIONAL CHARGES:** User groups that stay past preapproved employee hours shall be assessed a fee as follows: A. For the first 15 minutes or portion thereof of overtime: 1 and 1/2 hours pay. B. For each additional 15 minutes or portion thereof of overtime: 1 hour pay.

DISCLAIMER

I shall defend, indemnify and hold the San Ramon Valley Unified School District, its officers, employees, and agents harmless from any, against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury or damages arising out of or related to any activity or conduct of the permit holder, its agents, servants or employees.

I agree to provide the San Ramon Valley Unified School District with a Certificate of Liability Insurance with an endorsement naming the San Ramon Valley Unified School District as an additional insured. The minimum general liability for bodily injury and property damage must be \$1 million dollars per occurrence and \$2 million in aggregate. *Swimming pools/Aquatic Centers will require a minimum limit of not less than \$5 million general liability for bodily injury per occurrence and \$10 million in aggregate.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the organization for any damage sustained by the school building furniture or equipment, occurring through the occupancy or use of same by the organization.

I hereby certify that I have read the attached applicable Policies and Regulations of the Governing Board of the San Ramon Valley Unified School District and agree that the permit holder, as well as I personally, will abide by all rules, regulations, and conditions set forth therein and will conform to all applicable provisions of the laws of California and to all Policies and Regulations of the Board of Education.

The undersigned on whose behalf he or she is making application of use of school property, does not, to the best of his or her 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 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 penalties of perjury.

CONDITIONS OF USE OF SRVUSD FACILITY:

- 1) You are responsible for your group and/or parties actions and conduct during your reservation.
- 2) Your current and future reservation requests may be cancelled if the following should occur: Fighting; Unseemly conduct; Health Violations (spitting, smoking, etc.); Abuse of staff or property; Negligent or delinquent in remitting payment.
- 3) Groups must complete the reservation process at least *two weeks* prior to the event.
- 4) We reserve the right to partially refund deposits when cancellation occurs less than 14 days of original reservation.
- 5) Revision and cancellation fees will apply to reservations that have been confirmed by e-mail, to the user group, with a "Site Availability Confirmed" notation. Applicable fees are summarized in the chart below:

Revision/Cancellation Fees on Approved Reservations	
4 weeks or more prior to reservation	Full refund
3 weeks prior	50 %
2 weeks prior	No refund

- 6) Contract changes/cancellations will only be accepted from the individual originally making the reservation.
- 7) Your group must assume responsibility for providing adequate supervision, facility cleanliness, and Crategeneral order while using the facility.
- 8) Alcoholic beverages are strictly prohibited.
- 9) Damage and/or destruction of the reserved facility will result in repair and/or replacement fees billed directly to you.
- 10) In all circumstances, the San Ramon Valley Unified School District retains full authority for final approval and denial of facility reservation requests.

OTHER IMPORTANT INFORMATION:

❖ Non-Profit 501(c)(3) rate Qualifications:

- Proof of 501(c)(3) nonprofit status, IRS document: Official Determination Letter
- Facility is reserved under the nonprofit name
- Payment for the facility rental will come from the nonprofit
- ALL insurance is from the nonprofit name
- Fees/registration paid by participants (as in camp attendees, etc.) must be paid directly to the nonprofit's name.

Third party sponsorship of an entity in order to qualify for the nonprofit rate *is not allowed*. The entity must be a wholly owned company by the nonprofit entity.

- ❖ **Custodial charges:** Custodial Charges may also be applied for rentals. Please check with the Facilities Use Department before your event.
- ❖ **Rental Payment:** If your reservation request is approved, payment for facilities use is required before your event. Payment can be made by check or credit card and must be received 2 weeks prior to your event.
 - Credit cards can only be done online through Facilitron.
 - Checks can be mailed to (made payable to Facilitron): Facilitron – Requests
P.O. Box 1935
Los Gatos, CA 95031-1935
- ❖ **Kitchens:** Use of a Kitchen facility requires the support services of a Child Nutrition aid.
- ❖ **Gyms:** No food inside the gym or in the lobby – ONLY WATER allowed inside the gym
- ❖ **Swimming Pools:** Use of a swimming pool requires the support services of a district Certified Lifeguard. The district will schedule a district Certified Lifeguard and charge the renter.
- ❖ **Theaters & Stadiums:** Use of the theater and stadium sound booth requires the support services the support of an AV Technician.
- ❖ **School facilities or grounds shall **not be used** for any of the following activities:**
 - Any use by an individual or group for the commission of any crime or any act prohibited by law.
 - Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work.
 - Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco. (cf. 3513.3 - Tobacco Free Schools)
 - The district may exclude certain school facilities from non-school use for safety or security reasons.

Inputting your information does not constitute an approved request; it is an application request for the dates and times. After your request has been reviewed, you will receive an e-mail notification that your information has been approved or denied. *If approved, you have permission to use the facility at the date/time you have requested providing the Facilities Use Department has your current Certificate of Insurance on file and payment has been made.*

PTA/ED FUND or BOOSTER CLUBS

Fund-raising projects, carnivals, etc., sponsored by the PTA, Ed Fund or Booster Club continue to be excluded from the District's liability program. The District requires that all parent-faculty and booster clubs carry their own insurance and submit their policy to the facilities Use Department. PTA sites should review their liability insurance policy for activities that may or may not be covered. (See [Activity & Item List](#))

- ❖ **Custodial Charges:** The PTA/Ed Fund or Booster Clubs shall be responsible for custodial charges on big events such as, movie night, carnival, End-of-Year parties, etc.
- ❖ **Food Trucks:** PTA/Ed Fund or Booster Club shall adhere to the following rules:
 - PTA/Ed Fund must have a Facilities Use permit issued by the district for all events.

- If the food vendors will be selling food/doing business on district property during the event, the vendors must have a Facility Use permit on file, appropriate insurance and pay fees to park on SRVUSD school sites.
 - If the PTA/Booster Clubs will be selling tickets to those attending for the vendor to provide food/beverage (vendors are not to charge families money), the contract shall be between the vendor and the PTA/Booster Club. In this case, vendors need to show proof of insurance to the PTA/Booster Club.
- ❖ **Bouncy or Inflatables:** PTA/Ed Fund or Booster Club shall adhere to the following rules and the district will only allow for the special events under the following conditions:
- PTA/Ed Fund or Booster Club must have a Facilities Use permit issued by the district for the specific event.
 - Certificate of Insurance must include an insurance rider allowing the use of inflatables and state in the comments that the use of inflatables are approved by the insurance carrier for the specific event and the additional insured endorsement in in place.
 - The Participant Waiver must state that this is not a school/district sponsored event and the district must be included in the waiver.
 - No water shall be used in the bouncy inflatables.

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(NOTE: The PTA/Booster Clubs establishes the business and contract with the vendor).