

CALAVERAS UNIFIED SCHOOL DISTRICT – FACILITIES USE PERMIT

E 1330 (a)

School Site:		Facility Requested: (Performing Arts Requires Exhibit P)					
Name of Organization/Applicant:				Telephone:			
Mailing Address:				Email:			
Representative Name: (Print)				Title:			
Date(s) of Use	Day(s) of Week	Start/Set Up	Time of Day Event Time Clean Up/End		Person in Charge	Estimated Attendance	Other Services/ Equipment Request
							<input type="checkbox"/> Sound Light Technician <input type="checkbox"/> PA Equipment
							<input type="checkbox"/> Other (list below)

DECLARATION OF APPLICANT

- Nature or type of use: _____
- Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations or other receipts estimated in the amount of \$ _____, or ☐ None
- Receipts set forth in item 2 above will be used for: _____
- I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant for any damages sustained by the school building, furniture, equipment or grounds occurring through the occupancy or use of said building and/or grounds by the applicant, normal wear and tear excepted.
- I hereby certify that I have received and read the rules and regulations, conditions and terms as stated in Board Policy and that I and the applicant which I represent will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the Board of Education and its authorized agencies which may be communicated to the applicant.
- It is agreed that in the event this permit is canceled by the applicant, no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing the use of school facilities.
- In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in their behalf in making application for use of said facilities.
- Persons or organizations applying for the use of school facilities or grounds shall sign this agreement indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.
- PAYMENT – make payments payable to CUSD, are due immediately after use of facilities. Initial: _____
- Soccer Only: Soccer goals must be properly maintained and secured during use and after use to prevent injury. Initial: _____**

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

APPLICANT HEREBY AGREES TO HOLD CALAVERAS UNIFIED SCHOOL DISTRICT, ITS TRUSTEES, THE INDIVIDUAL MEMBERS, AND ALL DISTRICT OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, DAMAGES, LIABILITY, COST OR EXPENSE THAT MAY ARISE OUT OF OR BE CAUSED IN ANY WAY BY SUCH USE AND/OR OCCUPANCY OF SCHOOL FACILITIES. APPLICANT AGREES TO FURNISH SUCH LIABILITY OR OTHER INSURANCE FOR THE PROTECTION OF THE PUBLIC AS THE DISTRICT MAY REQUIRE.

By signing below, I/our organization agrees to terms & conditions listed above.

Signature of Representative: _____ Date: _____

FOR CUSD USE – DO NO WRITE BELOW THIS LINE		CUSD FACILITIES USE PERMIT	
Site Administrator Approval: _____		Date: _____	
Insurance Required is \$1,000,000 P.D. or P.L. <input type="checkbox"/> Proof of Non-Profit Status Received <input type="checkbox"/> On File		Received Certificate of Insurance: <input type="checkbox"/> Yes <input type="checkbox"/> No	
CHECK ONE: <input type="checkbox"/> Facility Use Fee Amount \$ _____ per hour OR <input type="checkbox"/> PAC* <input type="checkbox"/> Full Day <input type="checkbox"/> Half Day <input type="checkbox"/> Hours X \$ _____ per hour <input type="checkbox"/> Seasonal Use Fee of \$200 (for single site) OR <input type="checkbox"/> Seasonal Use Fee of \$100 per site (for multiple sites) OR <input type="checkbox"/> Will pay for custodial cost * May include additional fees for staff/equipment		Date Insurance Expires: _____ Office authorization for custodial services: Arranged by: _____ on _____ (date) Custodian Assigned: _____ Facility Scheduled by: _____ Distribution: Operations Principal Other	
District Office Administrator: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date Sent to Applicant: _____		Date sent to PAC Coordinator: _____	

THIS COPY IS PROOF OF FACILITIES USE APPROVAL.
PLEASE HAVE THIS IN YOUR POSSESSION WHEN USING THE FACILITY.

**CALAVERAS UNIFIED SCHOOL DISTRICT – FACILITIES PERMIT
FEE SCHEDULE**

E 1330 (b)

Fees Below are for Specific Events/Activities

***Daily/consistently scheduled practices are subject only to \$200 Deposit**

REMINDER: Tobacco and alcohol are not allowed on any CUSD school campus/facility

March 2016

	CLASS I Direct Cost	CLASS II Fair Market Value	Billing is in Whole Hours Only
	Community Sponsored Youth Groups and Organizations, Non-profit Groups Not Affiliated with a religious Organization	Commercial Enterprise Religious Organizations Fundraising Activities that do not directly benefit Calaveras Unified School District	
Facility: Indoor	Class I Rate Per Hour or Daily	Class II Rate per Hour or Daily	Comments
Performing Arts Theatre	\$475.00 Full Day (4.1 to 8 hrs) \$50 per hour over 8 hrs. \$238.00 Half Day (4 hrs) Plus \$200 Security Deposit	\$575.00 Full Day(4.1 to 8 hrs.) \$60 per hour over 8 hrs. \$288.00 Half Day (4 hrs.) Plus \$200 Security Deposit	Hourly Rates: Plus \$200 Security Deposit
Standard Classroom	\$5.00	\$35.00	Faculty/Staff Rooms
Weight Room	\$5.00	\$35.00	
Specialty Classroom: Music, Double Size Classroom, Lab, Ceramic Rooms, Science, etc.	\$15.00	\$35.00	Does not include use of equipment. Equipment use (if available) requires permission from teacher and additional fees.
Gyms CHS/TMS	\$35.00	\$50.00	
Multi-Purpose Room Elementary	\$30.00	\$45.00	
Library, All Sites	\$15.00	\$35.00	
Kitchen (no appliances)	\$5.00	\$15.00	
Kitchen (with appliances)	\$15.00	\$35.00	Additional Charge for Kitchen Worker
IMC/Board Room	\$15.00	\$35.00	
Wrestling Room	\$30.00	\$50.00	
Facility: Outdoor	Class I Rate Per Hour	Class II Rate Per Hour	Comments
Multi-use Field CHS/TMS	Full Day \$150.00	Full Day \$150.00	
Multi-Use Fields All other Campuses	Half Day \$25.00 Full Day \$50.00	Half Day \$25.00 Full Day \$25.00	No markings
CHS Swimming Pool	\$30.00	\$50.00	Provide Your Own Certified Lifeguards
Baseball/Softball Field	Half Day \$25.00 Full Day \$50.00	Half Day \$25.00 Full Day \$50.00	No markings
Tennis Courts	\$4.00	\$5.00	Without Lights
Tennis Courts	\$5.00	\$10.00	With Lights
Parking Lot (car washes/rummage sales or other events)	\$50.00	\$50.00	Use & Cleaning

All facilities use fees include utility costs, paper products, consumables, janitorial and/or staff member time, which is subject to a minimum of two-hour custodial time, per CSEA contract for call-backs. If you require opening and closing and your event is more than two hours, you will be charged two-hours to open and two hours to close (note: you may utilize the services of the custodian during those times). All the information and/or rates are subject to change with Board of Education approval. Additional costs may be incurred for field usage if there is garbage pick-up and removal.

If use is at multiple sites and is a seasonal use, the fee will be \$100 per site. If use is at one site and is seasonal use the fee is \$200.

Unless otherwise stated, all rental fees include utility costs, paper products for restroom facilities and customary janitorial.

All of the information set forth herein may be subject to change with the Board of Education's approval.

Valid proof of non-profit status is required.

Performing Arts Center

Standard rental includes, seating for 300, (handicap accessible), use of backstage area, curtains, dressing rooms general lighting, podium and up to 8 microphones.

Special lighting needs and/or sound equipment require use of a CUSD technician, available for hire. The rate is \$_____ per hour, with a minimum of _____ hours. Calaveras Unified School District will designate the technician. Any additional staff member determined necessary by the district will be \$_____ per hour.

Refer any questions regarding the use of smoke machines or any other specialized equipment to the Theater Coordinator.

Food and drinks are not allowed in the seating/stage area of the theatre. Organizations or individuals are required to provide their own ushers to monitor people as they enter the area during performances. If they cannot provide their own ushers, the district will provide ushers at the rate of \$20 per hour. Ushers must appear at least one-half hour prior to and remain at least one-half hour after the performance(s).

Other Possible Charges

In addition to the rental and staff rates, the following additional charges may be billed if necessary:

The facility will be inspected at the end of any approved facility use time.

1. If the event takes longer than approved by the facility request, the renter will be billed for the additional time at the hourly rates in one hour increments.
2. Use of smoke machines or any other specialized equipment that causes damage or trips fire suppression devices which must be reset and/or inspected by outside contractors will result in added charges to offset any costs to the district.

Organizations or persons using the facility will be charged the cost of cleaning buildings and grounds to prepare them for student attendance. Leaving the facility in the same condition it was when you arrived can contain those costs.

Any excess clean up, above and beyond normal "wear and tear" of the facility, shall be charged to the organization or person(s) renting the facility.

An additional \$_____ refundable deposit for cleanup may be requested per use by the district if deemed necessary by the administration.

CALAVERAS PERFORMING ARTS CENTER
POST-AGREEMENT QUESTIONNAIRE
EXHIBIT P

☐ A Facilities Use Agreement has been completed and approved on _____
(Attach a copy of the Facilities Use Agreement) (Date)

Renter/Organization: _____ Event: _____

Date of Event: _____ Start Time: _____ End Time: _____

All events must end by 11:00 p.m.

SET-UP

- ☐ Podium ☐ Microphone at Podium ☐ Grand Piano (\$50 set up/use fee)
- ☐ Other Microphones (up to 8): # Requested: _____ ☐ Cued Music
- ☐ Lighting Design (CUSD Technician at \$____ per hour) Total Tech Hours to be billed: _____
- ☐ Ushers (at \$____ per hour) # of Ushers: _____ Total Usher Hours to be billed: _____

(Signature of Authorized Person for Organization,
as identified on the Facilities Use Agreement)

Date

Other Requirements and/or charges:

Note: No sets pieces will be permitted that are a fire safety hazard (such as, but not limited to: hay, straw, curtains, candles, pyrotechnics)

Nails, tacks, tape, staples, glues or spray glues are not permitted for use on the walls. Only blue painter's tape can be used if carefully removed. No decorations are to be attached to the walls or ceilings. Free-standing displays, panels or pedestals are permitted. Spraying or throwing of glitter, snow, paint, chalk dust, rice, seeds or litter of any type is not permitted inside or outside of the building.

Food, drinks or gum is not allowed inside the theatre.

Closing

Turn off heaters or air conditioners controls, lock all doors and turn off all interior lights.

Calaveras USD Nutritional Services Department

~ Kitchen Usage ~

When use of kitchen is being requested - complete this form

Organization making request ("Renter")

DATE(S) REQUESTED: _____

Hour(s) of **KITCHEN** activity:

(Monday)	From _____	am/pm	To _____	am/pm
(Tuesday)	From _____	am/pm	To _____	am/pm
(Wednesday)	From _____	am/pm	To _____	am/pm
(Thursday)	From _____	am/pm	To _____	am/pm
(Friday)	From _____	am/pm	To _____	am/pm
(Saturday)	From _____	am/pm	To _____	am/pm
(Sunday)	From _____	am/pm	To _____	am/pm

1. All food will be handled in accordance with the California safe handling food guidelines.
2. It is required that an authorized School District Food Service employee will be present, for supervisory purposes only, during the activity. This requires an additional fee.
3. All consumable supplies (i.e. napkins, paper plates, condiments.) are owned by Calaveras Unified Food Service Department. Because the use of these supplies is restricted, the walk-in freezer, cooler, and store room will be restricted from use and kept locked unless otherwise _____. A fee will be assessed if any such items are missing.
4. Any utensils and equipment used should be treated with care and properly used. After usage, they should be cleaned, dried, and put back in their original location.
5. Absolutely no food or containers are to be left in the facility area without prior permission. Any such unauthorized items will be deemed trash and discarded.
6. Dish towels are not provided.
7. There is to be no food or residue left on counters, stovetop, oven, sink or floor.
8. Please clean stovetop, wipe down the oven and wash all surface counter areas.
9. All trash must be disposed in trash receptacles. Only fill receptacles half-full so they are not excessively heavy.
10. Please read and follow all signs posted in the kitchen and observe location of fire extinguisher.
11. The School District is not responsible for any liability, including illness, incurred as a result of the use of these facilities. A Certificate of Insurance liability waiver must be provided.

12. When finished, please make sure the kitchen is clean and in orderly condition. If the facility area is not left in the same or similar condition, additional fees may be assessed.

I agree that I have read and understand all responsibilities for Kitchen usage and that it is my responsibility to make sure that my organization also understands these responsibilities.

Signature of Renter's Authorized Representative

Date

Check-in/check-out staff member

Date

Comments: _____

Calaveras Nutritional Services Supervisor

Date

COPY FOR: Renter, District Files, CUSD Nutritional Services Office

F:\....FACILITY USE\Rental of Kitchens\Rental Agreement

Calaveras USD Food Services

**KITCHEN RENTAL
AGREEMENT**

Individual/Group Name:		Date Contract Completed:	
Address:	City:	State:	Zip Code:
Phone(s):	Use/Rental Date:		
	Start Time:		End Time:
	Type of Activity:		

AREAS/SERVICES TO BE UTILIZED

Facilities to be Used/Renting:	Site Name:	Area:
HIGH SCHOOL		KITCHEN
MIDDLE SCHOOL		KITCHEN
ELEMENTARY		KITCHEN

TERMS OF RENTAL AGREEMENT

1. All school activities have precedence over non-school use of facilities
2. Individual/Group using/renting any facilities will be held responsible for any and all damages
3. Calaveras Unified School District is an alcohol and drug free zone
4. If school is cancelled unexpectedly for any reason, rentals scheduled for that day are automatically cancelled too. Your fee will be reimbursed. Please call and reschedule if necessary.
5. **Please note:** There are several food allergies in the district including severe peanut allergy. If you plan to serve any food with peanuts or peanut oil, please let us know so that the area can be cleaned accordingly.
6. The individual/group using/renting the facility agrees by signing this document that they will save and hold said Calaveras Unified Schools District and Board of Education harmless of and from any and all loss, damage or injury which it might sustain or become liable for, to any person or persons whomsoever, or property, arising from any cause or for any reason whatsoever in and about during the use of the scheduled facility.
7. The individual/group using/renting the kitchen facility agrees to payment of a Calaveras USD Food Services employee holding a ServSafe Certification during the entire time the kitchen facilities are to be used. Payment of said Food Service employee will include any/all additional time necessary for cleaning and sanitizing of any and all kitchen equipment and facilities used during the rental period.
8. **Use of the facility and area beyond the contracted schedule will be billed.**
9. **Fees are subject to change after July 1st of each year.**

FEES – CENTRAL OFFICE USE ONLY

Usage Fee:	See Facility and Area Requested Above
Kitchen Fee:	Hourly Rates – Calaveras USD Food Service Employee: Monday-Friday \$18.68; Saturday \$28.02; Sunday \$37.36
TOTAL DUE:	10% Due to Hold Date:

SIGNATURES

District Nutritional Services Supervisor Signature:	Renter/Use Signature:

Calaveras USD Food Services
FACILITY RENTAL FEE SCHEDULE

(last updated July 1, 2022)

Group	Facility/Area Used	Rental Fee	Personnel Charges
A (K-12 In-District Program)	Kitchen/Cafeteria	N/A Food service employee hourly rates may be charged.	Per Title 2 of CFR, Section 200.457: <i>"if Nutrition Svcs deems that a food services employee is required to be present to ensure the protection and security of facilities and equipment, this is a cost that should be added to the fair market rent."</i>
B & C (In-District Community Education Program/School Support Groups & In-District Community Non-Profit)	Kitchen/Cafeteria	N/A Food service employee hourly rates may be charged.	1. Personnel charges apply only if event extends beyond regularly scheduled work hours
D (Non-Calaveras USD Non-Profit)	Kitchen/Cafeteria	See facility rental fee schedule below	See personnel charge schedule below
E (Commercial User)	Kitchen/Cafeteria	See facility rental fee schedule below	See personnel charge schedule below
FACILITY RENTAL FEES PER HOUR			
Facility			
Kitchens & Cafeterias			
PERSONNEL CHARGES PER HOUR (charges include FICA/Retirement fees and are updated July 1 each year)			
Day(s) of the Week	Food Service Employee		
Monday – Friday			
Saturday (1.5 rate)			
Sunday (2.0 rate)			

APPROVAL OF NUTRITIONAL SERVICES SUPERVISOR IS REQUIRED.

COPY FOR: Renter, District Files, CUSD Nutritional Services Office

CUSD FS Kitchen Rental Agreement.docx

TERMS AND CONDITIONS

SECTION I: GENERAL RULES AND REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Foodstuffs may not be sold without applicable food permits from the local environmental health department.
2. Display or signs must be approved by the School District.
3. Use of alcohol, drugs and other intoxicants are absolutely prohibited.
4. No Smoking shall be permitted on the premises.
5. Applicant organizations shall be responsible to properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
6. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July or may be revoked at any time at the discretion and or needs of the District.
7. This permit is not transferable.

SECTION II: INSURANCE REQUIREMENTS

FACILITY USER shall furnish the School District with a "Certificate of Insurance" and a separate "Additional Insured Endorsement" naming the School District, its Board Members, officers, employees, agents and volunteers as an Additional Insured to the applicants CGL insurance policy 10 days in advance of using district property. Said Insurance shall be issued by an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the District's Risk Manager or representative. Required insurance shall include:

- A. Commercial General Liability (CGL) insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

SECTION III: DAMAGE TO DISTRICT PROPERTY

FACILITY USER agrees as an organization to be responsible for all damage to School District Property that may arise during or by the permitted activity.

SECTION IV: FIRE AND SAFETY REGULATIONS

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No Flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No device that produces flame, spark, smoke or explosion (*including fireworks*) shall be used on the premises without prior written approval.

SECTION V: FACILITY USERS

The use of School District facilities shall be determined in part, based upon availability and priority order. The priority order for usage is as follows:

1. School District activities
2. Student Body activities
3. Other Public Entity activities
4. Non-Profit Organization activities
5. Community activities
6. For-Profit Business activities

Pursuant to the Civic Center Act, the use of school buildings, grounds and equipment shall be granted, when an alternative location is not available, to non-profit organization and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire Girls, Parent-Teacher Associations and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by the governing board. All other users may be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational or public agency meetings.

FACILITY USERS holding functions or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the School District or for charitable purposes shall be charged by the School District an amount equal to fair rental value of the property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

(District name and address should be listed here)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.