**FACILITY USE AGREEMENT / PERMIT | Event # ________________________ (EUHSD use only)**

**Name of Organization & Contact Person ("Applicant")**

**Address of Organization (street number & name, city, state, zip code)**

**Type/Purpose of Organization (youth sports, school, non-profit, etc.)**

**Telephone Number & Email Address of Contact Person**

**Location of Facility to be used:**
- ( ) EHS
- ( ) OGIS
- ( ) SPHS
- ( ) Other

**Type of Facility to be used:**
- ( ) Gym
- ( ) Classroom
- ( ) Athletic Field
- ( ) Football Field
- ( ) Multi-purpose Room
- ( ) Performing Arts Center
- ( ) Other (specify): ____________________________

**Date(s) Requested & Time (to and from, specify AM/PM)**

**Equipment needed (specify)**

**Purpose of Event:**

**Expected attendance:** ___________________________

**Will food and beverage be served?** ( ) Yes ( ) No

**Will admission fee, collection or solution of funds be involved?**
- ( ) Yes ( ) No

**STATEMENT OF INFORMATION AND AGREEMENT**

1. It is the intent of the parties to this agreement that the Escondido Union High 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.

2. 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 $1,000,000 per occurrence and $5,000 per person in medical expenses coverage. PRIOR TO APPROVAL OF EVENT OR ACTIVITY THE DISTRICT MUST RECEIVE A CERTIFICATE OF INSURANCE AND AN ENDORSEMENT NAMING ESCONDIDO UNION HIGH SCHOOL DISTRICT AS CERTIFICATE HOLDER AND AN ADDITIONAL INSURED.

3. 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. District shall be provided with a certificate of insurance conforming that it has been named as additional insured at least two (2) weeks before applicant uses District property.

4. 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.

5. The requirement for carrying insurance naming District as an additional insured and the requirement for applicant to
indemnify District are independent and both shall be given effect.

6. Applicant further agrees to be personally responsible, on behalf of his/her organization, for any damages sustained to
District property, furniture, or equipment because of the use of occupancy of District property pursuant to this permit.
Applicant and his/her organization agree to abide by and enforce all rules and policies of the District governing the use of
school facilities and equipment.

7. 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 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.

8. Additionally, this application is not to be, assigned or sublet to any organization and the requestor, by completing their
reservation has read and understood the rules and regulations for facility use as found on
tobacco products in any EUHSD facility or on any EUHSD Grounds. Request is subject to cancellation at any time if use
conflicts with District use or unsafe campus conditions.

9. By acknowledging this agreement, you are certifying that no alternate location is available for this activity other than
district school facilities.

Applicant/Lessee is required to comply with the State Water Resources Control Board (SWB), Water Quality Order No.
2003-0005-DWQ National Pollutant Discharge Elimination System ("NPDES"), General Permit No. CAS000004. Lessee is to
fully familiarize itself with the Permit. Failure to comply with the Permit is a violation of federal and state law.

Applicant/Lessee hereby agrees to indemnify and hold harmless the District, its officials, officers, agents, employees
and authorized volunteers from and against any and all Notices of Violation ("NOV"), claims, demands, losses or liabilities of any
kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for
Lessee's noncompliance with the Permit, except for liability resulting from the sole established negligence or willful
misconduct of the District, its officials, officers, agents, employees or authorized volunteers.

Applicant/Lessee certifies under penalty of perjury that the foregoing is true and correct. They further certify they shall be
personally responsible, on behalf of their organization, for any damage sustained by the school building or furniture
accruing through the occupancy of said building by affiliated organization. Applicant/Lessee agrees to conform to the
California School Code and to all the rules and regulations of the Governing Board of the Escondido Union High School
District, stated in the Use of Facilities Application, Rules and Regulations, governing the use of the school buildings.

Before any on-line requests are approved, a copy of this Facilities Use Agreement must be printed, signed and submitted
to: Escondido Union High School District, Attention: Risk Department, 302 N. Midway Drive Escondido, CA 92027; or fax to:
(760) 741-1915; or email to aperreault@euhsd.org. DO NOT advertise or promote said event until all site and administrative
approvals are complete.
USE OF FACILITIES APPLICATION | RULES AND REGULATIONS

In accordance with Education Code Sections 38134, 10900 et seq., Board Policy 1330 and Administrative Regulation 1330

1. All applicants requesting use of Escondido Union High School District (“District”) property must sign the Statement of Information and Facility Use Agreement as prescribed by the District.

2. Use of District facilities shall not interfere with the regular school work or the activities of the District. The District has the right to modify or terminate any facility use agreement if activities conducted thereunder begin to interfere with school activities and/or if Applicant fails to comply with these Rules and Regulations or any other condition in the facility use agreement.

3. The hours specified in a facility use agreement shall determine the length of time the District property may be used, and special permission must be obtained from the school site and District Office, approving the agreement before any extension of time may be allowed.

4. District premises shall not be used by groups later than 11:00 p.m., except upon special permission.

5. Each meeting place shall be under the immediate control of the Principal of the school. It shall be his/her responsibility to see that the Board rules are followed.

6. Activities of those using District playgrounds, athletic fields, courts and gymnasiums for Civic Center Act or Community Recreation Act purposes shall be supervised by qualified adults.

7. Whenever District facilities are used for other than District purposes, it shall be necessary that a representative of the District be in attendance during the entire period of use and such costs shall be borne by the user in conformance with Board policy unless an exception is specifically granted by the Board.

8. All meetings qualifying under the provisions of the Civic Center Act shall be non-exclusive and shall be open to the public.

9. No use shall be granted that would be determined to constitute a monopoly for the benefit of any person or organization.

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

11. 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, or discriminate against, citizens of the United States because of an immutable characteristic or protected classification.

12. No persons or organization, other than the signatory of the facility use agreement, shall distribute any literature or any other item or article at an event permitted in accordance with the Civic Center Act.

13. The District and the individual members of the Board thereof shall be held free and harmless from any loss, damage, liability, cost and expense that may exist or arise during the use of said premises by the contracting party or parties from any cause whatsoever.
14. There will be no smoking on any District facility. Intoxicating liquors are not permitted on District premises.

15. No District furniture or apparatus may be removed or displaced by any person, persons, or organization without permission from, and under supervision of, the school custodian; any furniture or apparatus so displaced must be replaced to the satisfaction of the District custodian by the party, parties, or organization responsible for the removal thereof before their departure from the school building. District furniture, equipment, apparatus, etc. may not be removed from the District premises at any time.

16. District property must be protected from any damage or mistreatment and each Applicant must be responsible for the condition in which it leaves District property. In case District property is damaged, the cost of its repair or replacement, as required in the District's discretion, shall be paid for by the organization which has use of the facility.

17. Any persons applying for the use of District property on behalf of any society, group, or organization shall present written authorization from the group to make the application. They shall also submit a certificate of insurance. The liability insurance shall provide coverage of no less than $1,000,000 per occurrence and $5,000 per person in medical expenses coverage. PRIOR TO APPROVAL OF EVENT OR ACTIVITY THE DISTRICT MUST RECEIVE A CERTIFICATE OF INSURANCE AND AN ENDORSEMENT NAMING ESCONDIDO UNION HIGH SCHOOL DISTRICT AS AN ADDITIONAL INSURED. All items must be submitted to the District 2 weeks prior to the event and approved by the District’s Risk Manager. Fees will be collected from the group where applicable.

18. Any Applicant permitted to use a District facility agrees to abide by and to require all attendees and participants participating 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.