



REDLANDS UNIFIED SCHOOL DISTRICT

Application and Agreement – Use of School Facilities

This application shall be completed for all Use of School Facilities requests, including in-house, PTA, athletic and booster clubs/groups.

Jan 2010

Organization/Company: City of Redlands		School/Site Being Requested: Redlands East Valley High School	
Type of Organization: City - Quality of Life Department - Recreation Division		Purpose of Event/Meeting: Piano Student's Spring Recital Program	
Facilities Requested (<i>be specific</i>): BLACKSTONE THEATRE, RESTROOMS, DRESSING ROOM ON STAGE, and GRAND PIANO ON STAGE			Number of Attendees: 150
Day(s) - Date(s) Requested: Sunday, May 20, 2012 12:00 p.m. - 7:00 p.m.			
Service Requests (<i>tables, chairs, PA, AC, lights for pools or stadiums, etc.</i>): 1. Grand Piano - Set up on Stage. 2. PA System 3. Stand up Microphone and Speaker Microphone. 4. Lighting Technician. 5. Podium 6. 12 Tables 7. Custodian			
Other Special Instructions/Arrangements: Please insure Grand Piano set up. (Technician's usually handle this set up).			
Set-up Start Time: 12:00 p.m. (Noon)	Event Start Time: 2:00 p.m.	Event End Time: 6:00 p.m.	Clean-up End Time: 7:00 p.m.
Is this meeting open to the public?		Yes: ☒	No: ☐
Are you making this application as an individual?		Yes: ☐	No: ☒
Does your organization have non-profit status?		Yes: ☒	No: ☐
Is there an alternate location available?		Yes: ☐	No: ☒
Is there to be an admission charge or fee?		Yes: ☐	No: ☒
If admission fee is to be charged, state specifically what proceeds are to be expended for: No admission fee.			

A custodian or designated staff member must be on site during all use of facility activities.



NO smoking is permitted anywhere on any school district site (including playfields, bleachers, and outdoor areas).

Parking is allowed only in areas designated for parking. NO PARKING ON FIELDS OR ASPHALT PLAY AREAS!!!

Business Services Division • Facilities Planning Services
PO Box 3008, Redlands, CA 92373 • (909) 307-5300 • Fax: (909) 307-5321

Approvals for usage are for specific hours and shall include set-up and clean-up time. School employees will not open buildings at any other time except those listed on the application form. (The applicant must list the opening and closing times, along with the program time.)

Any use of props/decorations, sale of any items, or use of equipment must be approved prior to use.

User groups using outside school grounds will not be furnished use of rest rooms or other building facilities, unless requested on the application and approved.

Cancellation notice or requests for change in date or details must be reported to the site or the Facilities Planning Office at least 48 hours in advance of the date of intended use.

Any violation of Board Policy, Administrative Regulation, or other law by any organization during use shall be sufficient cause for denying further or continued use of school or District facilities or grounds by the organization.

Any use of school facilities or grounds which is inconsistent with the school district's use for school purposes or which interferes with the regular conduct of school, school work, or school related activities, shall not be approved. No activity which may interfere with the educational or co-curriculum programs of a school or the district will be approved or permitted.

KITCHEN USE

Any kitchen use shall require an RUSD food service staff member to be present at the expense of the applicant. A separate application for kitchen use must be submitted with the Use of Facilities Application. Use of kitchen facilities shall not be approved for the normal hours of operation of a school. In addition, the use shall cause no interference with the school food services program.

Kitchens shall not be available for commercial use nor for organizations that do not meet the criteria and requirements for free use or direct cost use.

HOLD HARMLESS AGREEMENT

The applicant/organization, in consideration of being provided the use of and access to the requested facility by the Redlands Unified School District, agrees to defend, indemnify and hold harmless the School District, its Governing Board, officers, agents, employees, members, representatives or volunteers from any losses, damages, injuries or liabilities of any kind to any person or property arising out of or in connection with the applicant's use, access to, or presence on School District premises. The applicant shall be liable for any injuries or damages of any nature whatsoever to any persons resulting from its' employees, representatives and agents' negligence, carelessness or recklessness during such use of or access to District premises, and shall bear the cost of insuring against this risk and defending itself against claims arising from the risk. The District shall not be liable for any loss, damage or injury from any cause whatsoever to the property or persons of the organization or any of its employees or agents resulting from the undersigned's use of, access to, or presence on the premises.

The applicant/organization hereby agrees to abide by the rules and regulations for use of school facilities, as set forth in *AR 1330 - Use of Facilities Regulations* of the Board of Education and according to the laws of the State of California.

INSURANCE

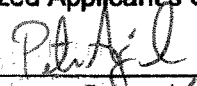
Any group using school facilities shall be liable for any injuries resulting from its negligence during such use. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. A certificate of insurance naming the school district with an additional insured endorsement will be required for use by an outside group or organization for comprehensive general liability coverage for property damage and bodily injury with a minimum limit of \$1,000,000 (combined).

STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property for use of which 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 or she is making application for 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.

I have read AR 1330 - Use of Facilities Regulations (initial _____) and agree to comply with all school district and school rules and regulations. By signing this application I agree to the hold harmless statement and Statement of Information on this application. (<http://www.redlands.k12.ca.us/modules/groups/homepagefiles/cms/14429/File/Facilities/A-1330-Use-of-Facilities-Regulations.pdf>)

I understand that the district may cancel a scheduled activity due to conflicts in scheduling school activities or in emergency circumstances, including health and safety or maintenance reasons.

Authorized Applicant's Signature (original signature required): 		Date: May 1, 2012
Print Name: Pete Aguilar Attest:  Sam Irwin, City Clerk		Title: Mayor
Phone: (909) 798-7572	Alternate Phone: (909) 798-7579	
Billing Address: City of Redlands Quality of Life Department P.O. Box 3005 Redlands, CA 92373	Alternate Contact Name and Phone: Rick Cross (909) 798-8347	

This application is not approved until signed by an authorized District Designee and payment of all fees is received.

Below for RUSD Use Only

School/Site Confirmation of Space Availability

Facility Available on Date(s) and Time(s) Requested?		Yes:	No:
External Activity:		or In-House Activity:	
<i>If external activity please forward to District Office for processing.</i>			
Comments/Restrictions:			
Extra Staff if Needed:	No. of Staff:	Date(s):	Time(s):
Custodian			
Technician			
Other			
Principal's Signature:		Date to District:	

District Office Use Only (External Event)

	Staff	Hours	Rate	Total
Use of Facilities				
Custodian				
Technician				
Other				

All costs are estimates. If actual costs exceed estimates, applicant will be billed for the difference.

Kitchen use will be billed separately by Child Nutrition Services.

Total Costs Due: _____

Insurance Certificate Expiration Date:	Fees Due:	Paid:
Approved by District Designee:	Yes:	No:
Signature:	Date:	
Comments/Restrictions:		

AGREEMENT FOR JOINT USE OF FACILITIES

This Agreement is made and entered into this 1st day of August, 2006, by and between the City of Redlands, a municipal corporation (hereafter referred to as "City") and the Redlands Unified School District, a school district organized and existing under the laws of the State of California (hereafter referred to as "District") who are each sometimes individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, City and District own and operate certain parks, buildings, school buildings, school grounds, sports fields and gymnasiums located within the City of Redlands which are identified in Exhibit "A," attached hereto and incorporated herein by this reference (the "Grounds and Facilities"); and

WHEREAS, it is in the best interests of the public for the Parties to share use of their respective Grounds and Facilities in order to efficiently and economically utilize the Grounds and Facilities for the benefit of the citizens of City;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the Redlands Unified School District agree as follows:

AGREEMENT

1. TERM

The term of this Agreement shall commence on August 1, 2006, and shall continue until terminated as provided for herein.

2. FEES

City shall not charge District any fees for use of City Grounds and Facilities; however, District shall pay to City all City-incurred direct personnel costs resulting from District's use of City Grounds and Facilities. Likewise, District shall not charge City any fees for use of District Grounds and Facilities; however, City shall pay all District-incurred direct personnel costs resulting from City's use of District Grounds and Facilities.

3. MAINTENANCE

City shall be solely responsible for maintaining City Grounds and Facilities. District shall be solely responsible for maintaining District Grounds and Facilities. Maintenance includes, but is not limited to, manicuring fields, the removal of garbage and debris, painting and repairing bleachers and storage facilities, cleaning floors, maintaining lights and lighting systems and other building and ground preventative maintenance deemed necessary by City and District. City shall be responsible for maintenance resulting from City activities. District shall be responsible for

maintenance resulting from District activities. City and District shall agree to an allocation of costs of repairs and maintenance of apparatus and structures used by both City and District.

4. WATER AND ELECTRICITY

City shall supply and bear the cost of all water used to maintain City Grounds and shall be solely responsible for all electricity charges to City Facilities, and City-owned Facilities located on District Grounds. District shall supply and bear the cost of all water used to maintain District Grounds and shall be solely responsible for all electricity charges to District-owned Facilities. As District-sponsored activities for use of City-owned Facilities occur at night, City and District shall agree to an allocation of all electricity used.

5. CITY EQUIPMENT/FACILITIES ON DISTRICT GROUNDS

City equipment located on District Grounds shall remain the property of City, and City shall be solely responsible for the maintenance of such equipment. District shall use City equipment and facilities as provided herein. City shall be entitled to remove any City equipment located on District Grounds.

6. PROOF OF DAMAGES

Willful damage to City and/or District Grounds and Facilities shall be investigated by representatives of City and District. If adequate proof for damage can be determined to be that of City-related programs or activities, then costs and repairs of such damage shall be borne by City. Likewise, if adequate proof for damage can be determined to be that of District-related programs or activities, then cost of repairs of such damage shall be borne by District. If it cannot be reasonably determined when the damage occurred, the cost of said repair shall be divided equally between Parties.

7. SAFETY

The Grounds and Facilities shall, at all time, be maintained and operated in accordance with established safety standards. City and District representatives shall report any and all possible safety hazards that come to the attention of such representatives to the appropriate agency. City shall be responsible for correcting any identified safety hazards on City Grounds and Facilities and City-owned equipment on District grounds. District shall be responsible for correcting any identified safety hazards on District Grounds and Facilities.

8. USE OF GROUNDS AND FACILITIES APPLICATION

All Grounds and Facilities shall be operated for the benefit of the citizens of the Redlands area and shall be available to such persons during established hours of operations as agreed to by City and District. District Grounds and Facilities shall not be used by City during school hours and school-related activities.

City shall schedule evening and weekend facility use for Orangewood and Clement as previously agreed. For all other District Grounds and Facilities, City shall file a "Use of District Facilities Application" and shall schedule District Grounds and Facilities in accordance with District's established procedures. District shall file a "Use of City Facilities Application" and shall schedule City Grounds and Facilities with the City's established procedures.

9. INSURANCE

City and District shall maintain adequate liability insurance, or shall self-insure, for property damage and bodily injury arising out of their respective activities under this Agreement. The Parties shall name each other as additional insured on any such policies and provide each other with certificates of insurance evidencing the same concurrent with the execution of this Agreement.

10. HOLD HARMLESS

City shall defend, indemnify and hold District harmless from any and all damages, losses, liability, claims, suits and judgments resulting from work done or omitted by City in connection with this Agreement. Additionally, City shall defend, indemnify and hold District harmless from any loss, liability, claim suit or judgment arising out of public use of District Grounds and Facilities by members of the public when school is not in session, and such Grounds and Facilities are in use for City sponsored events and activities.

District shall defend, indemnify and hold City harmless from any and all damages losses liability, claims, suits and judgments resulting from work done or omitted by District in connection with this Agreement. Additionally, District shall defend, indemnify and hold City harmless from any loss, liability, claim suit or judgment arising out of public use of District Grounds and Facilities by members of the public when school is not in session, and such Grounds and Facilities are in use for District sponsored events and activities.

The provisions are included in accordance with Government Code Section 895.4 and are applicable to the Parties to the extent authorized by law.

11. TERMINATION

This Agreement may be terminated, by either Party upon thirty (30) days prior written notice to the other Party.

12. ASSIGNMENT

This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any assignment or attempted assignment without such consent shall result in the immediate termination of this Agreement.

13. NOTICES

All notices to be given under this Agreement shall be in writing and delivered in person, or sent by first class mail, postage prepaid, addressed as follows:

City of Redlands
Community Services Division
P.O. Box 3005
Redlands, California 92373

Redlands Unified School District
Facilities Department
P.O. Box 3008
Redlands, California 92373

14. ENTIRE AGREEMENT/AMENDMENT

This Agreement represents the entire agreement between the Parties as to the matters contained herein, and shall be amended only by written agreement executed by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

CITY OF REDLANDS

Mayor, City of Redlands

Date

Attest:

City Clerk

REDLANDS UNIFIED SCHOOL DISTRICT

President, Board of Education

Date

Clerk

**CITY OF REDLANDS
REDLANDS UNIFIED SCHOOL DISTRICT**

EXHIBIT "A"

City parks and building facilities included in this Agreement:

- **Sylvan Park**
- **Smiley Park and Redlands Bowl**
- **Community Park**
- **Texonia Park**
- **Ford Park**
- **Brookside Park**
- **Crafton Park**
- **Jenny Davis Park**
- **Prospect Park and Sewall Theatre**
- **Redlands Community Center**
- **Redlands Senior Center**
- **Joslyn Senior Center**

District school grounds and facilities included in this Agreement:

- **Orangewood High School**
- **Clement Middle School, Tennis Courts & Community Garden Plots**
- **Redlands High School**
- **Redlands East Valley High School**
- **Cope Middle School**
- **Moore Middle School**
- **Smiley Elementary School & Community Garden Plots**
- **Crafton Elementary School**
- **Kingsbury Elementary School**
- **Kimberly Elementary School**
- **Mariposa Elementary School**
- **Lugonia Elementary School**
- **Franklin Elementary School**
- **McKinley Elementary School**