



San Ysidro
School District **EST - 1887**
QUALITY EDUCATION AND OPPORTUNITY FOR ALL STUDENTS TO SUCCEED

FACILITIES USE AGREEMENT

RETURN TO:

**SAN YSIDRO SCHOOL DISTRICT
BUSINESS SERVICES DEPARTMENT
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173
(619) 428-4476 EXT. 3003**

Revised 07-27-20

FACILITIES USE AGREEMENT

San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 x3003 * Fax (619) 428-9355

Dear Madame/Sir:

Thank you for your interest in using our District's facilities for your event. It is important to have the date(s) of your event and the site/location you would like to use to determine if the facility will be available and if the District will be able to accommodate your event.

Attached are the Facilities Use Agreement and a fee schedule for both nonprofit and Fair Rental Costs.

The following is required before your event can be approved and take place:

- Fully executed agreement (all pages)
- Certificate of liability – with San Ysidro School District as additional insured and endorsement pages are required. (*Refer to page 5 of agreement for coverage amounts*)
- Diagram of setup
(*include # of chairs/tables, if microphone and/or sound system will be needed*)
- Payment in full (*at least 10 days prior to event*) – ***Cashier's Check or Money Order***
- If you have additional information about your event such as a flyer, pamphlet or advertisement announcing your event, please provide us with a copy.

Should you have any questions, please feel free to contact Pat Caro at (619) 428-4476 Ext. 3003 or via email at patricia.caro@sysdschools.org.

Thank you,

Business Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

EVENT INFORMATION: *To be completed by Representative: (Please PRINT)*

Please submit Agreement at least 14 days prior to day of the event

(CONTINUED)

FACILITIES USE AGREEMENT

San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476 x3003 * Fax (619) 428-9355

COMPLETE THIS SECTION, IF YOUR REQUEST INCLUDES THE USE OF THE FOLLOWING EQUIPMENT:

Please Note:

- Equipment may only be provided if District personnel are hired to operate the equipment.
- Set-up is included in staff time fee. (*Refer to appropriate Fee Schedule*);
- A set-up diagram is required. If last minute changes to set-up are requested, an additional fee may apply.

EQUIPMENT	HOW MANY?
Tables	
Chairs	
Microphone	
Sound System	
Other: <i>Specify</i>	
Other: <i>Specify</i>	
Other: <i>Specify</i>	

Authorized Representative signature	
Date signed	

===== **DISTRICT USE ONLY** =====

☐ Approved ☐ Not Approved / **PRINCIPAL SIGNATURE:** _____

☐ Agreement

☐ Certificate of Liability

☐ Non Profit Proof (Form 501(c))

☐ Set-up Diagram

☐ Quote Signed

☐ For Profit

☐ Saturday/Holiday/Other

☐ Payment Received

NOTES:

TERMS & CONDITIONS

This Facilities Use Agreement is made and effective as of the date above by and between San Ysidro School District (SYSD) and the organization/group (User) listed above for the specific use described above at the specific facility described above (Premises).

In consideration of the mutual covenants, terms and conditions set forth herein, the parties hereto agree as follows:

1. Usage
 - 1.1 SYSD agrees to permit User the use of the Premises.
 - 1.2 Said use includes use of all facilities identified above at Premises and includes the non-exclusive use of available parking spaces during such times.
 - 1.3 Both parties will take all such reasonable steps as are practical to avoid conflicting use, with SYSD's use to take precedence over User's use.
2. Term
 - 2.1 The Term of this Agreement shall be for the date(s) and times as specified on page 2 – Event Information.
3. Usage Fee
 - 3.1 The Usage Fee Payment shall be by **Cashier's Check or Money Order** made payable to San Ysidro School District.
 - 3.2 Fees as indicated on Facility/Equipment Use - Quote Form and accepted by User.
 - 3.3 Fee is payable 10 days before date of use. No partial payments are accepted.**
4. Use and Operation
 - 4.1 User shall not commit, nor suffer to be committed, any waste or nuisance upon the Premises, or any other act or occurrence that may disturb the quiet enjoyment of SYSD. User shall not keep or suffer to be kept, on the Premises any article which might suspend, jeopardize or invalidate any fire or other insurance on the Premises or on property in proximity to the Premises.
 - 4.2 User shall comply with all laws, ordinances regulations issued by any public authority relating to the type of activity conducted by User.
 - 4.3 User will leave the Premises clean after each use. User shall be responsible for the condition in which they leave the school building.
 - 4.4 User agrees to comply with the general rules of SYSD relative to the use of its facilities.
 - 4.5 User will have access to Premises only under the supervision of SYSD. User will not have a key to the Premises and is only allowed on the Premises when given access to Premises by SYSD.
 - 4.6 Capacities of rooms shall not be exceeded.
 - 4.7 User must be present to supervise during the entire period involving the use of school premises.
 - 4.8 Use of intoxicating liquors, illegal substances and/or playing of games for money are not permitted on school property including but not limited to parking lot and fields.**
 - 4.9 All school District facilities are non-smoking facilities.

5. Acceptance of Premises
 - 5.1 User has inspected the Premises prior to the effective date of this agreement and accepts the Premises as-is.
6. Non-liability of SYSD for Damages
 - 6.1 This agreement is made on the express covenant and condition that SYSD is to be free from all liability to the extent caused by any act or omission of User, or its contractors, licenses, employees or agents, or to the extent arising from any injury or damage caused to any person or property occurring in or about the Premises, including but not limited to, any claim of liability for losses due to theft or vandalism, water damage, however occurring, or any other such claim arising out of, or connected with, loss or damage to the business or property of User or any other property located on the Premises.
 - 6.2 User shall indemnify and hold SYSD harmless from claims, legal proceedings, liabilities, costs, expenses, including attorney's fees and costs, to the extent caused by User's negligent use of the Premises.
7. Repairs, Maintenance and Alterations: Common Area Expenses
 - 7.1 Except as provided for in Section 7.3, SYSD shall at SYSD's own expense, from time to time and when required, make all repairs and improvements upon the Premises and shall keep the Premises and all of the fixtures located therein and all glass, in good, clean and sightly condition, and in equally as good repair as User enjoyed at the time of the commencement of this agreement.
 - 7.2 SYSD shall provide regular janitorial services for Premises and supply all toiletries for Premises.
 - 7.3 User shall keep the Premises in good clean condition and be responsible for any repairs due to any damages done by User, its agents or invitees.
8. Utilities
 - 8.1 SYSD will pay all utilities.
9. Taxes
 - 9.1 User will timely file any and all appropriate claims of exemption, and provide SYSD with a copy of such claim prior to using the Facility. In the event any use by User causes or results in the imposition of any real property tax, User shall be fully responsible for such tax.
10. Public Liability and Insurance
 - 10.1 User agrees to take out and keep in force during the life hereof at User's expenses, insurance naming the San Ysidro School District as an additional insured against any liability to the public or damage to the property resulting from any accident occurring in or about the Premises in an amount of not less than One Million (\$1,000,000.00) Dollars combined single limit for bodily injury and property damage. A Certificate of Liability insurance with endorsements shall be delivered to SYSD at least 10 days prior to User's use of the Premises.**

- 10.2 User at its sole cost shall maintain on all its personal property, SYSD's improvements and alterations, in, or about the Premises, a policy of standard fire and extended coverage insurance, including vandalism and malicious mischief endorsements. A certificate of said insurance shall be delivered to SYSD at least 10 days prior to User's use of the Premises.
11. Right to Terminate Agreement
- 11.1 Either party may terminate agreement by providing written notice 30 days prior to the date and time identified above.
12. Remedies Upon Default
- 12.1 Any one or more of the following occurrences shall, at the option and sole discretion of SYSD, be an Event of Default under this agreement:
- 12.1.1 The failure of User to make a timely payment of rental, or other money due hereunder
- 12.1.2 The failure in the performance by User of any covenant other than the payment of money, if such failure is not cured in five (5) days after written notice of such failure, from SYSD to User.
- 12.2 Any Event of Default will permit SYSD, in addition to any other remedies, to immediately terminate this agreement.
13. Entry by SYSD
- 13.1 SYSD may enter the Premises at any time for the purpose of inspecting the same or for the purpose of posting notices of non-liability for alterations, additions or repairs.
- 13.2 SYSD may enter and use the Premises at any time that does not conflict with User's permitted use.
14. Non-Waiver
- 14.1 No waiver by SYSD of the breach of any covenant, condition or term of this agreement shall be construed as a waiver of any preceding or succeeding breach, nor shall the acceptance of rent during any period in which there is an Event of Default the User is in default be deemed to be a waiver by SYSD of remedies available due to an Event of Default.
15. Notice
- 15.1 All notices or demands to be given under this agreement shall be in writing. Such notices or demands shall be deemed to have been duly given if sent by facsimile, electronic mail (e-mail), courier, registered or certified mail (postage prepaid), overnight delivery or in person to the addresses designated below, or such other place as SYSD or User shall from time to time designate in writing. Such notice shall be effective upon actual receipt or rejection by the intended recipient. If by facsimile, such notice shall be deemed effective one business day after confirmation of transmission is received.
16. Attorney's Fees
- 16.1 If either party commences an action against the other party in connection with this agreement or the addendum thereto, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, and court costs related thereto.

17. Miscellaneous

17.1 Parties to Cooperate

17.1.1 Each party will sign such documents and do such other things as may be reasonably required to carry out the intent and purposes of this agreement, in a timely fashion.

17.2 Changes to Agreement

17.2.1 Any changes in the Agreement will be attached to the Agreement in an Addendum.

- Addendums A, B and C are made part of this agreement.

18. Assignment

18.1 There shall be no assignment of this Agreement. This Agreement is personal to the parties identified.

In Witness Whereof, the undersigned have executed this agreement effective on the date as signed this page/section.

User	
Date:	
Organization/group:	
By: (signature)	
By: (printed)	

San Ysidro School District	
Date:	
By: (signature)	
By: (printed)	Marilyn Adrianzen
By: (title)	Chief Business Official

ADDENDUM A

FACILITIES USE STATEMENT

The undersigned, _____, is duly authorized by _____ (name of organization), to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

Organization (if applicable)

X

Signature of Organization's Authorized Representative

Date

Print Name of Authorized Representative

Title

ADDENDUM B

SAN YSIDRO SCHOOL DISTRICT - GENERAL RULES & REGULATIONS

Please initial each section.

1. [redacted] Use and occupancy of school property shall be primarily for school purposes. Authorized use or occupancy of the property for other than school purposes shall be secondary and subordinate to this primary purpose. Permits may be revoked without previous notice where conflicting dates have resulted or where need of the property for school purposes has subsequently developed. Permits may be revoked any time upon reasonable notice. District will not be responsible for any additional cost incurred by applicant due to rescheduling.
2. [redacted] The Governing Board may require that it be furnished reasonably in advance with a complete program, with copies of all speeches and/or addresses and script of any entertainment proposed to be given on school property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules, the proposed use shall not be permitted. The Governing Board may inquire into the facts and may hold meetings at which all interested citizens may appear and present facts in support of or in opposition to any proposed use of school property. Any use contrary to or in violation of any law, rule or regulation shall be grounds for cancellation of the permit and removing the users from the property and shall bar such individual group or organization from further use thereof.
3. [redacted] The Governing Board may, at its discretion, consider any statement of information or written authorization made pursuant to the requirement of this section as being continuing in effect for the period of one year from the date of such statement of information or written authorization. Written statements of information as required by the Education Code need not be under oath, but shall contain a written declaration that they are made under penalty of perjury, and any person so signing such statements who willfully states therein as true any material matter which he/she knows to be false, is subject to the penalties prescribed for perjury in the Penal Code of this State.
4. [redacted] Any person applying for the use of school facilities on behalf of any society, group or organization shall be a member of such applicant group and unless he is an officer of such group, must present authorization from such application group to make such application. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization. All meetings must be open to the public.
5. [redacted] Pursuant to the Education Code, no public meeting or entertainment held on school property will be permitted to reflect in any way upon citizens of the United States because of their race, color, or creed. No use of school property will be permitted that will result in picketing, rioting, or any other disturbance of the peace, or in damage to the property which will render it unfit for or will interfere with its proper use for school purposes.
6. [redacted] Permission to use school facilities may be given to any religious organization for the conduct of religious services for a temporary period where such organization has no suitable meeting place for the conduct of such services.
7. [redacted] All programs requiring student fees shall provide scholarships for deserving children.
8. [redacted] The District employee designated to open/close the building is empowered to take all necessary means to enforce the rules governing use of school facilities. Access will be allowed only to the areas that have been authorized for use by this agreement.

SAN YSIDRO SCHOOL DISTRICT
FACILITY USE AGREEMENT
ADDENDUM C
CORONAVIRUS ADDENDUM (Attach to Agreement)

Facility/Site to be used	
Date(s) of Event	
Time of Event	From: To:
Set-up time begin	
Clean-up time end	
Estimated attendance	
Description of activity	

Per dates and times reflected on page 2 of this Facility Use Agreement.

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/ Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:

1. Including, but not limited to, the SARS-CoV-2 virus (the “Coronavirus”), the Applicant/Representative (the “FACILITY USER”) agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the “Guidelines”). 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/content/sdc/hhsa/programs/phs/community_epidemiology/dc/2019-nCoV.html

2. The FACILITY USER 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.

3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.

4. The District may terminate the FACILITY USER’s use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER’s use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.

5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER’s sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized

environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).

6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER 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 Your use and occupancy of the District facility. (“Your” is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)

7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the San Ysidro School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the “District”), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

8. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) 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 OR ANY OTHER PERSON OR ENTITY’S ACTIVE OR PASSIVE NEGLIGENCE.

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 instruction during the use of the District facility.

Name of FACILITY USER’s Organization:			
Name of Representative/Agent (please print):			
Signature of Representative:	X		
Address:			
Cell Phone:	()	Work Phone:	()
Email Address:			