



Millbrae School District
 555 Richmond Drive, Millbrae, CA 94030
 650-697-5693 • 650-697-6865 (fax) • www.millbraeschooldistrict.org

Board Approved 2.3.15

APPLICATION AND PERMIT FOR USE OF FACILITIES (A)

Today's Date _____ School Site Requested _____ Request # (District Use Only) _____

Name of Applicant (Organization, Group, Individual)	
Address of Applicant	
Representative	
Telephone	
Email	

Day(s) of the week requested:

<input type="checkbox"/> Sun	<input type="checkbox"/> Mon	<input type="checkbox"/> Tue	<input type="checkbox"/> Wed	<input type="checkbox"/> Thu	<input type="checkbox"/> Fri	<input type="checkbox"/> Sat
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Please select requested facility:

<input type="checkbox"/> CLASSROOM		DATES OF INTENDED USE	
<input type="checkbox"/> MUR	<input type="checkbox"/> MUR w/ KITCHEN	HOURS REQUESTED (INC SET-UP/CLEAN-UP)	
<input type="checkbox"/> LIBRARY		REASON FOR USE	
<input type="checkbox"/> GYM (TAYLOR ONLY)		PERSON IN CHARGE	
<input type="checkbox"/> AUDITORIUM (TAYLOR ONLY)		ESTIMATED ATTENDANCE	
<input type="checkbox"/> CAROLINE SHEA CENTER		CERTIFICATE OF INSURANCE ATTACHED	<input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> CAROLINE SHEA CENTER W/KITCHEN		(501(c)(3)NON-PROFIT	<input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> PLAYGROUND/FIELDS		(501(c)(3)NON-PROFIT CERTIFICATE ATTACHED	<input type="checkbox"/> YES <input type="checkbox"/> NO

DISTRICT USE ONLY:

Site Principal Approval
 District Approval

	Date
	Date

- > Subject to District policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the specific purposes as stated in CA Education Code 322821, 38131.
- > Advertising must be approved by the Millbrae School District Office after approval of Facility Use Request, before circulation and prior to event.
- > User is responsible for fingerprinting of individuals who work with students.
- > Use of a facility kitchen is at the discretion of the District. Any approved request using a kitchen facility must be staffed by District certified Food Service Personnel and wages paid by authorized agent. District Facilities will be opened, attended, (district custodian will be on site for duration of event) and closed by an authorized employee of the District. Wages will be paid for by authorized agent.
- > There is a \$20 application fee for all requests. Fee is non-refundable in the event of user cancellation.

<input type="checkbox"/> Certificate of Insurance	
<input type="checkbox"/> Additional Insured Endorsement	
<input type="checkbox"/> Rental Charge	
<input type="checkbox"/> No Rental Charge	
<input type="checkbox"/> Total Rental Cost	\$ _____

(OVER)



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HOLD HARMLESS & INDEMNIFICATION AGREEMENT

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MILLBRAE SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, AGENTS AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, HOWEVER CAUSED, THAT MAY ARISE FROM OR BE ALLEGED TO BE CAUSED BY THE UNDERSIGNED'S USE OR OCCUPANCY OF DISTRICT FACILITIES (INCLUDING INGRESS AND EGRESS TO THE PREMISES), FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES SATISFACTORY TO THE DISTRICT, ENDORSING THE DISTRICT ON AS AN ADDITIONAL INSURED.

DUTY TO INSPECT, REPAIR AND WARN

THE PARTIES AGREE THAT THE DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE REPAIR OR CONDITION OF THE FACILITIES WHICH LESSEE IS ENTITLED TO USE HEREUNDER, AND LESSEE TAKES SUCH PROPERTY AND FACILITIES AS IS. THE PARTIES FURTHER AGREE THAT IT SHALL BE LESSEE'S OBLIGATION, NOT DISTRICT'S, TO ASSURE THAT THE PROPERTY AND FACILITIES ARE IN PROPER AND SAFE CONDITION TO BE USED FOR THE PURPOSE ANTICIPATED HEREIN; THAT IT SHALL BE LESSEE'S OBLIGATION AND DUTY, AND NOT DISTRICT'S, TO INSPECT SUCH PROPERTY AND FACILITIES BEFORE THEY ARE USED AND TO TAKE AFFIRMATIVE STEPS TO REPAIR, OR WHERE NECESSARY, WARN, IN ORDER TO PREVENT INJURY TO PERSON OR PROPERTY; AND THAT IN THE EVENT SUCH INJURY DOES OCCUR, ANY CLAIM ARISING THEREFROM SHALL TRIGGER LESSEE'S INDEMNITY AND DEFENSE OBLIGATIONS HEREUNDER.

DECLARATION OF APPLICANT

1. The applicant understands that the Board of Trustees of the Millbrae School District will not entertain an application for the use of District facilities from any group or organization that will discriminate against attendance at the proposed meeting because of race, color, or creed.
2. Nature or type of intended use.
3. 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 \$ _____. If no receipts are anticipated for these activities, please check here. _____
4. Receipts set forth in Item 2 above will be used for: _____
5. 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.
6. I hereby certify that I have received and read the rules, regulations, conditions, terms 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 agents which may be communicated to the applicant and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.
7. 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 use of school facilities.
8. In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.
9. I agree to leave the facility clean and in order. If the condition of the facility is left unacceptable, any future use may be discontinued and/or denied. A cleaning fee or repair costs will be charged. Use of a facility kitchen is at the discretion of the District. Any approved event using a kitchen facility must be staffed by District Food Service personnel and wages paid by Applicant.

** I hereby certify that I have received, read, and agree to adhere to the Application and Permit for Use of Facilities of the Millbrae School District.

Signature of Applicant _____ Date _____



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Facility Use Request General Rules (A)

HOURS

- The normal operating hours of the Millbrae School District are 7:30 am – 4 pm, Monday through Friday, exclusive of holidays.
- Users intending to use the facilities of the Millbrae School District must obtain prior approval through the submission of an Application & Permit for Use of Facilities. It is recommended that all requests are submitted at least 3 weeks prior to the event to secure required staff and to meet District requirements. Users must also pay all applicable fees and provide copies of insurance as stated below.
- Hours requested should be inclusive of your group's set-up and clean-up needs. Individuals associated with your event will not be allowed in the facility before the time indicated. All individuals associated with the event must vacate the facility by the indicated ending time. Should it be necessary to extend the time beyond the specified in the request, special permission must be obtained by the District Office before the event convenes, and in such instances, permit holder may be subject to additional charges. The District reserves the right to disapprove any requested changes.
- Delivery of supplies or equipment will not be accepted in the facility prior to the indicated beginning time for the rental.
- Events may not commence before 7:00 am or end after 10:00 pm and will have a maximum duration of 8 hours.

PAYMENT/CANCELLATION

- All requested fees must be submitted 1 week prior to event. Checks must be made payable to the Millbrae School District.
- Users must provide a letter copy of non-profit status if applicable.
- Usage that shall incur custodial and food service charges will be billed directly after the event.
- Cancellation notice must be given 24 hours prior to event. Fees will be refunded in full less the \$20 application fee.
- This agreement shall be granted with the understanding that the District may cancel an agreement when the facility is needed for a District sponsored program.

INSURANCE REQUIREMENTS

- The Millbrae School District requires a Certificate of Liability Insurance which must contain General Liability, Automotive Liability and Worker's Compensation in the minimum amount of \$1,000,000.00 per occurrence.
- The Millbrae School District requires a Special Endorsement also be provided naming the Millbrae School District as additional insured. This Special Endorsement must be in the form of an actual endorsement to the policy and not just shown on the Certificate of Insurance.

BUILDING SUPERVISION

- District Facilities will be opened, attended, (district custodian will be on site for duration of event) and closed by an authorized employee of the District. Site keys will remain in the possession of the authorized District employee. District will exhaust all efforts to staff the event. If no District Staff is available to work the event, the request will be denied. Staff will be assigned by the District at the expense of the User when applicable.
- An employee (district custodian) will be on duty at all times and is responsible for the general conduct in the building and enforcement of the rules governing the facility. The employee represents the District and will be the users contact during the use of the facility.
- A permit may be revoked for failure to observe any District rules or regulations or when the facility is needed for programs sponsored by the Millbrae School District.
- Fights, vandalism, or unacceptable behavior occurring during a rental shall cause immediate cancellation of the rental and forfeiture of all fees.
- There should be no profane language. Offensive music, fighting or gambling on the school premises.

BUILDING SET UP AND CLEAN UP

- Cellophane tape, nails, screws, staples, etc. are not permitted in/on the walls, woodwork or fixtures. Blue painter's tape is the only type of tape allowed.
- All decorations must be fireproof or made of fire retardant materials and are subject to the approval of the Fire Marshall. No candles or other open flame decorations are permitted.
- Contents of facilities inclusive of school furniture and equipment may not be removed or displaced without prior permission of the District Office.

TOBACCO/NARCOTICS/ALCOHOL

- Smoking, possession or use of narcotics or alcoholic beverages on school property, including parking lots, is prohibited. Any person user the influence of narcotics or alcohol will be denied participation in any activity. Violations of the regulation are justification for immediate termination of the event and reason enough to deny future use of school facilities.

FOOD SERVICE/KITCHEN USE

- The District Office requires a minimum of 3 weeks' notice to assure that District Food Service Staff is available. If no District Food Service Staff is available to work, the kitchen will not be used and will remain locked during the event.
- The Food Service Employee will be on duty at all times and is responsible for the general conduct in the kitchen and enforcement of the rules governing the facility. The employee represents the District and will be the users contact during the use of the facility. Staff will be assigned by the District at the expense of the User when applicable.
- The user must provide all kitchen supplies if needed, such as: foil, gloves, aprons, utensils.
- Requests for actual cooking and direct use of District's kitchen property will be at the discretion of the District.
- Small children are not allowed in the kitchen area.

FIELDS

- Any use of District Fields will require pre-approval of availability from the City of Millbrae. Rules and regulations regarding Field Use as assigned by the City of Millbrae must be adhered to.

OTHER

- Due to the difficulty of securing staff on holidays and weekends, rentals will be accepted ONLY on a tentative basis, pending the District's ability to secure working staff. If we are unable to secure staff, the agreement will not be approved.
- The Millbrae School District may require copies of all promotional/advertising materials used in conjunction with the use agreement. Advertising must be approved by the Millbrae School District Office after approval of Facility Use Request, before circulation and prior to event.

I acknowledge that I have received, read and agree to follow the General Rules of Facility Use Requests of the Millbrae School District.

 Printed Name

 Signature

 Date