



**MILLBRAE ELEMENTARY SCHOOL DISTRICT
TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES AND GROUNDS
BP and AR 1330 COMMUNITY RELATIONS**

THESE TERMS AND CONDITIONS AND AGREEMENT FOR USE OF DISTRICT FACILITIES AND GROUNDS (“TERMS & CONDITIONS”), TOGETHER WITH THE APPROVED APPLICATION, DISTRICT’S BOARD POLICIES (INCLUDING BOARD POLICY 1330 (“BP 1330”)), ADMINISTRATIVE REGULATIONS (INCLUDING ADMINISTRATIVE REGULATION 1330 (“AR 1330”)), FEE SCHEDULE, AND CONDITIONS OF APPROVAL (IF ANY), ARE INCORPORATED INTO, AND ARE A PART OF, THE USE PERMIT (IF ISSUED), WHICH COLLECTIVELY COMPRISE THE USE AGREEMENT BETWEEN APPLICANT (ALSO REFERRED TO HEREIN AS “USER”) AND MILLBRAE ELEMENTARY SCHOOL DISTRICT (“DISTRICT”) GOVERNING APPLICANT’S USE OF DISTRICT FACILITIES AND GROUNDS. THE APPLICANT, OR APPLICANT’S DULY AUTHORIZED REPRESENTATIVE ON BEHALF OF APPLICANT, ACKNOWLEDGES AND AGREES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO THE PROVISIONS SET FORTH HEREIN.

GENERAL TERMS AND CONDITIONS

A. APPLICATION PROCESS

1. Any and all individuals, groups, societies, organizations, clubs, associations, governmental entities, public agencies, or other persons or entities ("Applicant(s)" and/or "User(s)") intending to use the facilities of the Millbrae Elementary School District ("District") must obtain prior approval through the submission of a complete Application, as defined in District's AR 1330 ("Application"), requesting approval and issuance of a Permit for Use of Facilities ("Use Permit") in accordance with the procedures and policies set forth in District's BP 1330 and AR 1330, which are incorporated herein by reference. 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. As described below, a current and valid Certificate of Insurance must be submitted with the Application, along with, if applicable, current proof of 501(c)(3) non-profit status and written authorization for duly authorized representative from an entity Applicant. Users must also pay all applicable fees as stated in District's Fee Schedule, which is incorporated herein by reference.
2. All Applicants shall be required to read and agree to these Term and Conditions, BP 1330, AR 1330 and Fee Schedule before submitting a completed Application for use of District facilities and grounds as a civic center. These Terms & Conditions, together with any additional conditions of approval, the approved Application, BP 1330, AR 1330, and the Fee Schedule are incorporated into, and are a part of, any Use Permit issued by District, which collectively comprise the Use Agreement between District and User for User's use of school facilities and grounds. Violation of any of the terms and conditions set forth herein shall be grounds for immediate revocation, cancellation, and termination of the Use Permit.
3. Applicant understands and agrees that the District may, in accordance with AR 1330 and applicable law, impose additional conditions of approval as deemed necessary by District. District shall notify Applicant and obtain Applicant's written consent to such conditions. Absent such consent, Applicant understands and agrees that no Use Permit shall be issued to Applicant.
4. Applicant is solely responsible for the timeliness and completeness of its Application, and understands that incomplete or late Applications are grounds for rejection or denial of Applicant's Application.
5. Pursuant to California Education Code Section 38136, if Applicant is a group, society, organization, club, association, governmental entity, public agency, or other entity, Applicant represents that the individual submitting the Application for use of District facilities and grounds on behalf of Applicant is an officer or member of Applicant and has written authorization from Applicant to submit the Application and agree to these Terms & Conditions on behalf of Applicant. Applicant understands and agrees that Applicant must upload and submit such written authorization in order to submit its Application to District.



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6. Each Applicant must submit their own Application for their use of school facilities or grounds. Applicant understands and agrees that Applicant may only submit an Application on behalf of Applicant, itself, for Applicant's direct use of school facilities or grounds (no third-party beneficiaries). Under no circumstances shall Applicant submit an Application on behalf of a third-party in efforts to qualify that third-party for a different fee or user group category, or otherwise, and under no circumstances shall Applicant authorize a third-party to submit an Application on Applicant's behalf. Furthermore, except as expressly authorized in the Use Permit, Applicant shall not permit a third-party to use school facilities or grounds under Applicant's Use Permit, nor shall Applicant use school facilities or grounds under a third-party's Use Permit. Applicant understands and agrees that a violation of these terms shall be grounds for denial of the Application and/or immediate revocation, cancellation, and termination of the Use Permit, and shall further be grounds for denial of future Applications for use of school facilities or grounds by Applicant.

B. HOURS

1. The normal operating hours of the Millbrae Elementary School District are 7:30 am – 4 pm, Monday through Friday, exclusive of holidays.
2. All functions, meetings, events, activities and other uses shall not commence prior to the start time specified on the Use Permit, and must end no later than the end time specified on the Use Permit. Events may not commence before 7:00 am or end after 10:00 pm and will have a maximum duration of 8 hours. In no event may events violate applicable city or county noise ordinances. Hours requested should be inclusive of Applicant's set-up and clean-up needs. Participants and other individuals associated with Applicant's event will not be allowed in the facility before the time indicated. All participants and other individuals associated with the event must vacate the facility by the indicated ending time set forth in the Use Permit, and all personal property and equipment must be removed. Should it be necessary to extend the time beyond the time specified, special permission must be obtained by the District Office before the event convenes, and in such instances, the User may be subject to additional charges. The District reserves the right to disapprove any requested changes.
3. Delivery of supplies or equipment will not be accepted in the facility prior to the indicated beginning time of the rental.
4. If User fails to arrive within thirty (30) minutes of User's scheduled time of use set forth in the Use Permit, district facilities or grounds shall be locked, equipment put away, and assigned district personnel relieved from duty. User shall not be entitled to a refund of any fees, deposits, or costs of special or additional labor or services.

C. FEES/PAYMENT

1. The cost of making district facilities and grounds available shall be borne by the User in accordance with the Civic Center Act. All Users granted use of school facilities or grounds under the Civic Center Act shall be charged fees in accordance with the Board adopted Fee Schedule pursuant to Board Policy and Administrative Regulation 1330.
2. If special or additional labor or services are required, District may, at its sole discretion, charge Users a fee equal to the direct cost to District of such special or additional labor or services provided in accordance with the District's Fee Schedule, or otherwise require Users to pay for necessary security, attendants, utilities, custodial services, traffic control, and/or other services or conditions deemed necessary in the District's sole discretion for proper and safe management of User's use. This includes, without limitation, Users desiring to use a facility other than during the designated normal hours of operation, or on legal holidays or weekends.



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3. The District shall provide Applicant with an invoice for the cost of use of the facilities or grounds set forth in the approved Application in accordance with the Fee Schedule. All requested fees must be submitted 1 week prior to event. Checks must be made payable to the Millbrae Elementary School District.
4. Usage that shall incur custodial and food service charges or other additional or special services or labor costs not previously invoiced will be billed directly to User after the event.
5. User shall be responsible for paying all possessory interest charges and/or taxes levied for use of the facilities pursuant to California Revenue and Taxation Code section 107.6.
6. District reserves the right to cancel any Use Permit or deny future applications for use of facilities or grounds due to User's failure to pay fees when due. No payment shall be made directly to an employee of the district. Tips and gratuities for any district personnel are strictly prohibited.

D. REVOCATION, CANCELLATION, TERMINATION & EXPIRATION

1. Cancellation notice must be given 24 hours prior to event. Fees will be refunded in full less the \$25 application fee.
2. School facilities and grounds shall not be available at any time which might interfere with the educational program or activities of the school or district, and said time will be determined by the Superintendent or person designated by the Superintendent. Issuance of any Use Permit shall be granted with the understanding that the District may cancel User's Use Permit when the facility is needed for a District sponsored program. Specifically, when facilities or grounds are needed for District or school purposes, the District may, with at least five-days' notice, revoke, cancel or terminate a Use Permit if the use, facilities, grounds, location, date, time, or other purpose set forth in the Use Permit interferes or conflicts with the regular conduct of school or schoolwork, or the educational program or activities of the school or district. In cases of emergency, district may revoke, cancel, or terminate a Use Permit upon less than five days' notice. User shall be reimbursed fees paid to district for the cancelled use(s) only, and not for use(s) under the Use Permit which have already occurred.
3. A permit may be revoked for failure to observe any District rules or regulations. Specifically, the District reserves the right to cancel any scheduled activity of User if, in District's sole discretion, such use of school facilities, grounds, and/or equipment may not be in the best interest of the District, its students, or the community. Violation of User's Use Permit or any of the terms and conditions set forth herein by User or a participant of User shall be grounds for immediate revocation, cancellation or termination of the Use Permit by District, and denial of future use of District facilities, grounds, or equipment by User. In District's sole discretion, "no shows" may be grounds for revocation or cancellation and termination of the Use Permit. User shall not be released from the payment of fees, deposits, costs for special or additional labor, facilities or services, or any other sum due to District, and User shall not be entitled to reimbursement of any fees, deposits, or costs for special or additional labor, facilities or services paid by User. The District further reserves the right to prohibit or terminate any activity or use of school facilities or grounds, or exclude certain school facilities or grounds from non-school use, for safety or security reasons in District's sole discretion.
4. In the event of revocation, cancellation or termination by User, User shall provide District written notice at least five days in advance of User's scheduled use. If timely notice is received, District shall reimburse User fees paid to District for the cancelled use(s) only, excluding any costs already expended and unrecoverable by district in connection with User's use.



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E. USE OF SCHOOL FACILITIES AND GROUNDS

1. Use of District facilities, grounds, and equipment shall be limited only to the use, facility, grounds, equipment, location, date(s), time(s), and purpose permitted in the issued Use Permit. Users may not change the approved use, facility, grounds, equipment, location, date(s), time(s), purpose or other terms and conditions set forth in the Use Permit without prior written approval from District. Changes may result in additional fees pursuant to the Fee Schedule, BP 1330 and AR 1330.
2. In accordance with Education Code sections 38131 and 38133, District may, at its discretion, include written conditions of approval as deemed necessary, including, without limitation, that on-site security, district personnel attendants, additional custodial, and/or traffic or parking attendants, or other services or conditions deemed necessary by District, be provided, at the User's expense, in order to maintain the health and safety of participants, neighbors and community members, protect school facilities, grounds and equipment from damage or abuse, ensure the regular conduct of schoolwork and district programs are not infringed upon or interfered with, and preserve order in school facilities and on school grounds. This includes ensuring that parking is monitored and violations are prevented, that noise requirements are met, and that District property is not damaged or vandalized. Such additional conditions shall be included as part of the Use Permit.
3. User shall comply with all applicable federal, state, local, and other governmental laws, requirements, regulations, rules, and ordinances, including, without limitation, District Board Policies and Administrative Regulations, and state and/or local fire, health, and safety laws, when using District facilities and/or grounds. User shall, at User's sole cost and expense, be responsible for obtaining any use permits, licenses, registrations, or other approvals required by any all applicable Federal, State, local or other governmental or regulatory agencies having jurisdiction for User's use of the district's facilities and/or grounds, related to the operation of User's program, or otherwise connected User's use of the facilities or grounds. This includes, without limitation, that all child care or daycare programs shall be properly licensed and registered as required by law. User shall be solely responsible for the administration and operation of its activities and use of the District's facilities and/or grounds.
4. Advertising must be approved by the Millbrae Elementary School District Office after approval of User's Application and issuance of a Use Permit, but before circulation and prior to event.
5. Use Permits expire on the date specified therein, which shall be no later than June 30th of each academic year or six (6) months after issuance, whichever occurs first. Under no circumstances shall permits be valid for a period exceeding six (6) months. Users are required to submit a new Application each academic year (July 1st – June 30th) in order to request Use Permit renewal.
6. A Use Permit is non-transferable from one User to another or to any other organization, individual, group, society, club, association, governmental entity, public agency, or other entity or person.
7. Users are responsible for all persons that are involved in User's activity or use of the facilities or grounds, including, without limitation, participants and the behavior of spectators. User is required to provide adequate supervision of User's activities on school facilities or grounds to ensure the safety of participants/visitors and protection of district property.
8. If User is a youth-services or juvenile organization, individual, group, society, club, association, or similar entity or youth activity, User must have adequate adult sponsorship and supervision of all facilities and/or grounds used, including lavatories. Applications and Use Agreements for youth activities must be completed by an adult over the age of 18. Children must be supervised at all times during all uses of district facilities or grounds, including non-youth related activities. The name and telephone number of such adult chaperone shall be furnished to the District at least 48 hours prior to use of the school facilities or grounds.
9. District shall have no duty or responsibility for the protection, safeguarding, security or care of any personal property or equipment brought or left by User at district facilities, grounds, or other district property.



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10. School facilities and grounds made available as a civic center by District are provided on an “as-is”, “where-is”, and “with any and all faults” basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for User’s particular use purposes. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the school facilities or grounds.
11. User, including User’s participants and other individuals involved in User’s activity, are required to park off-site or in designated parking locations on school grounds, and drive on designated roadways. Under no circumstances shall User drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited as fire lanes must be kept clear at all times. Unauthorized vehicles may be cited and towed at owners’ expense. (Vehicle Code 22658). User shall be solely responsible for any and all property damage or other losses resulting from User’s unauthorized use or parking of vehicles in prohibited areas on school grounds. Violation of this provision shall be grounds for automatic cancellation and termination of User’s Use Permit and denial of future uses of district facilities or grounds by User.
12. Permission to use school facilities, grounds, and/or equipment, if granted, is granted upon the condition that User, including User’s participants and other individuals involved in User’s activity, will follow and comply with all terms, conditions, requirements, regulations, policies, rules, ordinances, and laws governing use. The District may cancel and terminate the Use Permit or deny User further and/or continued use of school facilities, grounds, or equipment by the User or any participants of the User or other individuals involved in User’s activity based on User’s non-compliance, and User forfeits all fees paid.
13. User or User’s duly authorized representative shall keep a copy of the approved Use Permit, including a copy of its Certificate of Insurance and proof of payment of fees, on-site during use of the school facilities or grounds.

F. PROHIBITED USES

1. Any use of school facilities or grounds or other district property for the commission of any crime or any act prohibited by law is strictly prohibited.
2. Smoking, and possession, service, consumption, sale, or use of narcotics, tobacco (including, without limitation, vaporized or e-cigarettes), marijuana, intoxicants, alcoholic beverages, illegal drugs, or any other restricted substance on school property, including parking lots, is prohibited. Any person under the influence of narcotics, marijuana, intoxicants, alcohol, illegal drugs, or any other restricted substance shall be denied participation in any activity and asked to leave District property. Violations of the regulation are justification for immediate termination of the event and/or use permit and reason enough to deny future use of school facilities.
3. Fights, vandalism, or unacceptable behavior occurring during use of school facilities or grounds shall cause immediate cancellation of the Use Permit and forfeiture of all fees.
4. There should be no profane language, offensive music, fighting or gambling on the school premises.
5. No activity which may interfere with the educational program or activities of a school or the district will be approved or permitted. Any use which is inconsistent with the use of the school facilities or grounds for school purposes, or which interferes with the regular conduct of school or school work, is prohibited.
6. No animals of any kind are allowed on school grounds or facilities, except for certified service animals or unless otherwise required by law, except as expressly authorized in advance by District in writing on the Use Permit.



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7. The standing, sitting, or in any way blocking of aisles, stairs, or exits is prohibited.
8. Firearms, including pellet guns, BB guns or sling shots, imitation firearms, dangerous instruments, knives, and other weapons are prohibited on any district property, including school facilities and grounds.
9. Any use that is specifically prohibited by the district or school site rules or that violates the district's Board Policies or Administrative Regulations, or applicable federal, state, or local law, rule, regulation, requirement, or ordinance, including, without limitation, applicable noise ordinances and fire codes, is prohibited.
10. Activities or uses which may injure or damage the school facilities, grounds, equipment, or other school or district property, are prohibited. This includes a prohibition on, without limitation, any use that may cause any hazardous material to be generated, brought onto, used, stored, or disposed of in or about the district facilities or property, which is defined as hazardous under state or federal law (42 U.S.C. §6901, et seq.; 42 U.S.C. §9601, et seq.; 22 CCR §66261.30, et seq.), and candles or other devices that produce flames, sparks, smoke, or explosions.
11. Any advertising on school facilities and grounds, except as allowed by District policy specified in BP 1325 - Advertising and Promotion, is prohibited. No unauthorized advertising shall be exhibited, and no solicitation or sales shall be made in school facilities or grounds unless written approval is provided by the District in advance and expressly stated in the Use Permit.
12. Any use which is discriminatory against any group, class, or individual protected under state or federal anti-discrimination laws is prohibited.
13. Any use which, in District's sole determination, jeopardizes the safety of the District's students, employees, and/or the activity's participants.
14. Any use that may cause an increase in the existing rate of insurance or cause the cancellation of any insurance policy covering district facilities, grounds, or property is prohibited.
15. Uses that create a safety risk on District property or a dangerous condition of public property are prohibited.
16. User is prohibited from storing personal property or equipment on or at District facilities, grounds or other District property without prior written authorization by District expressly set forth in the Use Permit. Fees for storage shall be charged in accordance with the Fee Schedule.
17. User shall not imply, indicate or otherwise suggest in any way that User's use or activities on school facilities or grounds are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District, unless approved in writing by the Superintendent or designee. No signage, flyers or other material may reference the District, any school name, logo, or mascot, unless approved in writing by the Superintendent or designee, except school name and address may be stated to indicate the location of the User's event only.
18. Shoes with cleats or plates, or rubber soles or heels which mar or mark the floor are not permitted in gymnasiums or any other school buildings.
19. The use of any District facility shall not exceed the maximum occupancy capacity established for that District facility by the District and/or fire marshal. The number of tickets sold for any event shall not exceed the regular seating capacity of any auditorium, theater, gymnasium, or other facility.

The occurrence of any of the foregoing prohibited uses shall be sufficient cause for cancellation and termination of the Use Permit or denial of further and/or continued use of school facilities, grounds, or equipment by the User or participant of the User.



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G. DAMAGE & LIABILITY

1. User shall be liable for any property damage (real or personal) caused by User's activity and/or use of school facilities, grounds, or equipment, including any damage caused by User's participants during such use. District shall charge User the amount necessary to repair the damages or the direct replacement costs, and may cancel and terminate the Use Permit on such grounds and/or deny the User further use of school facilities or grounds.
2. User shall be liable for any injuries resulting from the negligence of User or User's participants during the use of district facilities, grounds, or equipment. User shall bear the cost of insuring against this risk and defending itself against claims arising from this risk.

H. INSURANCE REQUIREMENTS

1. User shall, at User's sole cost and expense, furnish and maintain at all times during the duration of the Use Permit insurance coverage as described herein against claims arising out of User's negligence when using school facilities, grounds or equipment.
 - A. Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:
 - i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The policy must NOT contain an exclusion for molestation or abuse.
 - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
 - iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - iv. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
 - v. **Sexual Abuse and Molestation Coverage:** unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$1,000,000** per occurrence and **\$3,000,000** general aggregate.
 - B. Other Insurance Provisions**
 - i. **Additional Insured Status** - District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
 - ii. **Primary Coverage** - For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials,



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employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- iii. **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.
- iv. **Waiver of Subrogation** - Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- v. **Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.
- vi. **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
- vii. **Claims Made Policies** - If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- viii. **Verification of Coverage** - Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- ix. **Special Risks or Circumstances** - District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- 2. The certificate holder must be: Millbrae Elementary School District, 555 Richmond Drive, Millbrae, CA 94030.
- 3. The Certificate of Insurance must be accompanied by an Additional Insured Endorsement naming the Millbrae Elementary School District and its Board as additional insureds. This Endorsement must be in the form of an actual endorsement to and part of the policy and not just shown on the Certificate of Insurance. The Endorsement must be attached to the Certificate of Insurance, and must be effective on the inception date of the policy unless otherwise stated therein.
- 4. The Board and/or the Superintendent or designee may at any time require more than such minimum coverage.



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5. The policy must provide that in event of cancellation, alteration, or reduction of coverage, a minimum of thirty (30) days prior written notification will be provided to the district by mail with no restrictions. The standard cancellation clause which states that "failure to mail such notice shall impose no obligation or liability" is not acceptable.
6. At least ten (10) days prior to the expiration of any certificate, User shall deliver to district a new certificate of insurance consistent with all of the terms and conditions set forth herein and in User's Use Permit.

I. BUILDING SUPERVISION

1. Generally, District facilities will be opened, attended, (District custodian or other District employee 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, Applicant's request for use of district facilities and grounds will be denied. Staff will be assigned by the District at the expense of the User when applicable.
2. An employee (District custodian) will be on duty at all times and has the authority to regulate the general conduct in the building and enforce the rules govern the facility. The employee represents the District and will be the User's contact during the use of the facility. Control of lights, heating and cooling systems, and other equipment is the responsibility of the attendant on duty, and any requests for changes shall be directed to the District employee. The employee will make requested adjustments only if such adjustment is reasonable, falls within the scope of User's Use Permit, and complies with all applicable laws, regulations, requirements, ordinances, policies, rules, and procedures.
3. The District may, at its sole discretion, determine that additional district or school personnel attendants are necessary during User's use of school facilities, grounds, or equipment, in order to maintain the health and safety of participants, neighbors and community members, protect school facilities, grounds and equipment from damage or abuse, ensure the regular conduct of schoolwork and district programs are not infringed upon or interfered with, and preserve order in school facilities and on school grounds. District's determination of the number of school personnel attendants required will be made by the District on the basis of the nature of the activity, the facilities, grounds, or equipment used, and the number of people in attendance. Costs for special facilities/equipment or additional time or special or additional labor or services will be charged to User at the rate indicated in the district's Fee Schedule.
4. Based on the use, date(s) of use, time(s) of use, facilities, grounds, location, or equipment requested, District may require for safety or security purposes, in District's sole discretion, that: (i) school security services are needed during User's use of school facilities or grounds that would not otherwise be performed as part of the school security personnel's normal duties during their regular hours, thus the District shall charge User, and User shall promptly pay District, a fee equal to the direct cost of those services in accordance with the Fee Schedule as a condition of User's use of district facilities or grounds; or (b) User shall obtain and provide competent and reputable security personnel or services to the satisfaction of District during User's event or activity as a condition of User's use of district facilities or grounds, and such services shall be paid for in advance by User at the time User submits its Application to District. Required security provided by User must be pre-approved by district in advance of User's event, and shall assist in protecting school facilities and grounds, maintaining safety and order on the school site, preventing interference with the regular conduct of school work, and otherwise shall promote safety and security during User's use of district facilities or grounds. User shall be solely responsible for obtaining and providing such required security at User's sole cost and expense. District's determination of the number of security personnel required will be made by the District on the basis of the nature of the



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activity, the facilities or grounds used, and the number of people in attendance.

J. BUILDING SETUP AND CLEANUP

1. Cellophane tape, nails, screws, staples, etc. are not permitted in/on the walls, woodwork, windows, doors, or fixtures. Blue painter's tape is the only type of tape allowed.
2. Plans for decorations must be submitted in writing to the principal or site administrator at the time of User's Application, and must be approved by District. 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. All decorations must be removed at the end of User's activity by the end-time specified in the Use Permit.
3. At no time shall exits be covered or obstructed.
4. Contents of facilities inclusive of school furniture and equipment may not be removed or displaced without prior permission of the District Office. The instructional setting of classrooms and other facilities shall be preserved, and furniture, fixtures, equipment, and other district property shall be left as it is found. User shall not use District equipment or property, including, without limitation, computers and other technology, visual aids, machines, stage equipment, or physical education equipment, etc., without prior written authorization from District, including as specified on User's Use Permit. If User requires extra chairs or tables, etc., other than those which are assigned to the facility or grounds requested, a charge shall be made for additional or special services or labor (moving chairs, etc., from other locations) as shown on the Fee Schedule.
5. School facilities, grounds, equipment, and other district property must be protected from damage and mistreatment, and ordinary precautions must be maintained. User shall be responsible for the condition in which school facilities, grounds, and equipment are left. At the end of each period of use, and upon cancellation, termination, or expiration of a Use Permit, User shall surrender use of the facilities or grounds, remove all personal property, pick up any trash, leave the facilities and grounds and a neat, clean and orderly condition equal to that in place prior to User's use with no damage thereto, except reasonable wear and tear. Should school facilities, grounds, equipment, or other district property be damaged or abused beyond normal wear, such damage will be paid for by the User, and shall be sufficient cause for cancellation and termination of the Use Permit and denial of future uses of district facilities, grounds, or equipment by User.
6. If, in District's sole discretion, extra "clean-up" work is made necessary by User's use of school facilities, grounds, or equipment, User agrees that User shall pay for any additional time of the custodian or special or additional labor or services performed by the custodian promptly upon receipt of an invoice for such reasonable charge from District, even though this charge does not appear on the facility use invoice previously sent to User.

K. FOOD SERVICE/KITCHEN USE

1. The District Office requires a minimum of 4 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 available for use by User and will remain locked during the event.
2. The food service staff employee will be on duty at all times and has authority to regulate the general conduct in the kitchen and enforce the rules governing the facility. The employee represents the District and will be the User's contact during the use of the facility. As applicable, staff will be assigned by the District at the expense of the User in accordance with the District's Fee Schedule.



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3. The User must provide all food and kitchen supplies if needed, such as, without limitation: foil, gloves, aprons, utensils. No food or supplies may be purchased from cafeteria stock. Unless permission is granted by the Director of Child Nutrition, Users using kitchen facilities may not use dishes, cooking and eating utensils, dish towels and cloths, or any other supplies owned by the district. Users must request use of specific kitchen equipment (stove, refrigerator, etc.) and may use designated equipment only, under the supervision of the food service staff.
4. Requests for actual cooking and direct use of District's kitchen property will be at the discretion of the District.
5. Children are not allowed in the kitchen and adequate adult supervision provided by User is required at all times.
6. The use of kitchen facilities shall not interfere with the school food services program.
7. Regulations set by the County Health Department, the California Health and Safety Code, and the Restaurant Act of California shall govern food handlers when using school facilities.

L. FIELDS

1. Any use of District fields will require pre-approval of availability from the City of Millbrae if requesting use after normal operating hours. Rules and regulations regarding Field Use as assigned by the City of Millbrae must be adhered to.

M. OTHER

1. Due to the difficulty of securing staff on holidays and weekends, civic center use requests will be approved ONLY on a tentative basis, pending the District's ability to secure working staff. If we are unable to secure staff, the request will not be approved.

N. STATEMENT OF INFORMATION

The undersigned Applicant, or duly authorized representative of Applicant on behalf of Applicant, states that the District property for use of which Applicant's Application is hereby made and any other District property will not be used for the commission of any crime or any act which is prohibited by law. The undersigned further declares that Applicant upholds the state and federal constitutions, and agrees that Applicant will abide by, and Applicant's use of school facilities or grounds shall conform with, all District Board Policies, Administrative Regulations, and all other applicable District or school rules, regulations, and requirements, as well as all applicable federal, state, and local laws, rules, regulations, requirements, and ordinances.

O. HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by California law, subject to education code section 38134(i), as applicable, the undersigned agrees to defend, indemnify and hold harmless the Millbrae Elementary School District, its Board of Trustees, the individual members thereof, and all of district's officers, agents, consultants, and employees, individually and collectively, from and against any all costs (including, without limitation, attorneys' fees and costs), losses, penalties, expenses, fines, suits, demands, claims, actions, judgments, and



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liabilities of any kind, nature, and description, however caused, that may arise from or be alleged to be caused by user's use or occupancy of district facilities or grounds (including ingress and egress to the premises), furniture, or equipment or user's performance of the use agreement, including, but not limited to, personal or bodily injuries, death, noncompliance with any federal, state, or local laws or regulations, property damage or loss, or otherwise. The undersigned further agrees to provide a certificate of insurance for liability coverages satisfactory to the district, endorsing the district and its board as additional insureds.

P. 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 user is entitled to use hereunder, and user takes such property and facilities as is. The parties further agree that it shall be the user'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 user's obligation and duty, and not district's, to inspect such property and facilities before they are used and to take affirmative steps to warn or otherwise prevent injury to person or property; and that in the event such injury does occur, any claim arising therefrom shall trigger user's indemnity and defense obligations hereunder.

Q. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATION

Unless the District determines that the Facility User, its employees, and all involved participants, will have only limited contact, if any, with District pupils, Facility user shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements in accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et. seq. If required, user shall complete a Fingerprint and Criminal Background Check Certification Form at the expense of the User.

R. FORCE MAJEURE

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the District, the District shall notify the Applicant, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God or war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

S. COVID-19

User acknowledges and agrees that due to the COVID-19 pandemic, State and local authorities have issued various public health orders requiring community mitigation measures including, but not limited to, vaccination, testing, the use of face coverings or masks, social distancing measures, restriction of numbers of people who may congregate, requirements for isolation and/or quarantine in the event of COVID-19 infection or exposure, and disinfecting and sanitizing protocol. User acknowledges and agrees that the COVID-19 pandemic is a continually evolving situation, and that orders from the California Department of Public Health ("CDPH"), the Centers for Disease Control and Prevention ("CDC"), the California Governor, and San Mateo County Health Officer are periodically



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updated in response to the crisis. User shall be solely responsible for ensuring compliance at all times with the updated public health orders issued by Federal, State and local authorities, and shall indemnify and hold the District harmless for any failure in Contractor's compliance with said orders.

User shall be solely responsible for keeping current with updated public health orders, and ensuring compliance with such orders as updated.

User recognizes, understands and acknowledges that the User's performance of these terms and conditions may be affected by the COVID-19 pandemic and its international, national, local and institutional legal, regulatory, policy and practical restrictions, limitations, implications and eventualities (collectively, the "COVID-19 Considerations"), and that cancellation or postponement may be required.

T. MISCELLANEOUS

1. California Law. This agreement shall be governed by, and the rights, duties, and obligations hereunder shall be determined and enforced in accordance with, the laws of the State of California. Any action or proceeding brought to enforce the terms and conditions of this agreement shall be venued in San Mateo County, California.
2. Independent Status. District and User are two independent entities, and this agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
3. Waiver. The failure by District to require Applicant's performance of any provision of this agreement shall not affect District's right to require performance at any time thereafter, nor shall District's waiver of any breach or default of this Agreement by Applicant constitute a waiver by District of any subsequent breach or default or waiver of the provision itself.
4. Assignment; Successors & Assigns. Applicant understands and agrees that any Use Permit issued to Applicant by District in connection herewith is nontransferable and non-assignable from Applicant to any other individual or entity. The obligations and interests hereunder shall inure to the benefit of District, and its legal representatives, successors, and assigns, and be binding upon Applicant and its legal representatives, successors, assigns, heirs, and estates.
5. Severability. Should any provision of this agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

ACKNOWLEDGEMENT OF POLICIES, REGULATIONS, FEE SCHEDULE, AND TERMS & CONDITIONS

By clicking "agree", applicant acknowledges receipt of the fee schedule, board policies (including BP 1330), administrative regulations (including AR 1330), and these terms & conditions; represents and warrants that applicant has read and understands the requirements, policies, regulations, terms, and conditions set forth therein; and understands and agrees that these terms & conditions, together with any additional conditions of approval, the approved application, board policies



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(including BP 1330), administrative regulations (including AR 1330), and the fee schedule are incorporated into, and a part of, any use permit issued by the Millbrae Elementary School District.

To agree to these terms, click “agree”. If applicant does not agree to these terms, click “do not agree”. By clicking “do not agree”, the applicant will be unable to submit its application for use of district facilities and grounds.