

Facility Use Request Form
Tulare Joint Union High School District
426 North Blackstone Street Tulare, CA 93274
(559) 688-2021 / (559) 687-7317 fax

Facility Use Request Form must be submitted ten (10) days before the first day of facility use.

Sponsoring Organization: _____ Phone # _____
 Address: _____
 Primary Contact: _____ Phone # _____
 Address: _____
 Alternate Contact: _____ Phone # _____
 Address: _____

The Tulare Joint Union High School District neither endorses nor sponsors the organization or activity represented.

PLEASE COMPLETE SEPARATE REQUEST FORMS FOR MONTHLY USES

	<u>Dates requested:</u>			<u>Times requested:</u>			<u>School Site:</u>	
	Month	Day	Year	a.m./p.m.	to	a.m./p.m.	Union	
Mon	_____	_____	_____	_____	_____	_____	Western	_____
Tue	_____	_____	_____	_____	_____	_____	Mission Oak	_____
Wed	_____	_____	_____	_____	_____	_____	Western Pool	_____
Thur	_____	_____	_____	_____	_____	_____	Union Pool	_____
Fri	_____	_____	_____	_____	_____	_____	Adult	_____
Sat	_____	_____	_____	_____	_____	_____	Other	_____
Sun	_____	_____	_____	_____	_____	_____		_____

Facility Desired: _____

If using cafeteria for the purpose of selling food or drink, please complete page 2. If selling food or drink under any other circumstance, please provide a complete list of all products being sold as an attachment. (The County Department of Health has strict guidelines regarding food safety without a "Food Safe Certified" staff member present. Only prepackaged items can be sold.)

Tulare Joint Union High School District activities have first priority. If a conflict arises, the district will do its best to provide advance notice so that alternate arrangements can be made.

*** If you need to cancel a facility reservation, please contact the District Office at (559) 688-2021 at least 48 hours prior to scheduled use in order to avoid charges.**

Services requested:

Lights	<input type="checkbox"/>	Audio	<input type="checkbox"/>	How many?	<input type="checkbox"/>
Heating	<input type="checkbox"/>	Fields Marked	<input type="checkbox"/>	How many?	<input type="checkbox"/>
Cooling	<input type="checkbox"/>	Nets Set Up	<input type="checkbox"/>	How many?	<input type="checkbox"/>
Custodial	<input type="checkbox"/>	Chairs/Tables	<input type="checkbox"/>	How many?	<input type="checkbox"/>

Facilities will be used for what purpose? _____

Estimated number of attendees _____ Will food be sold? _____

Will an admission be charged? _____ Will contributions be solicited? _____

ALCOHOL, TOBACCO, DRUGS AND WEAPONS ARE PROHIBITED ON SCHOOL PROPERTY

PROOF OF INSURANCE MUST BE ATTACHED TO THIS FORM.

Insurance Minimum - \$1 million dollars liability coverage listing the TJUHSD as additional insured

Insurance Certificate submitted: _____ Expiration Date: _____

Calendared on: _____

Approved	<input type="checkbox"/>
Denied	<input type="checkbox"/>
Charge	<input type="checkbox"/>

 Campus Representative Date Director of Facilities Date

(To be Completed by District Office Only)

The estimated charges are based upon the information provided by the requestee

Name of Sponsoring Organization _____ Date(s) _____ Time(s) _____

Use of:	Charge	Total Days	Total
_____	\$ _____ per day	_____	\$ _____

Utilities:

Utilities	\$ _____ per hour	Total Hrs. _____	\$ _____
Lights	\$ _____ per hour	Total Hrs. _____	\$ _____
Heat/Cooling	\$ _____ per hour	Total Hrs. _____	\$ _____

Labor:

Custodial	\$ _____ per hour	Total Hrs. _____	\$ _____
Grounds	\$ _____ per hour	Total Hrs. _____	\$ _____
Cafeteria Person	\$ _____ per hour	Total Hrs. _____	\$ _____

Facility rental subject to minimum four hour call-back charge for all events occurring during non-work days. Please be advised that additional custodial and utility fees may be added if needed.

Security Guards

Security Guards may be required for large groups. District contracted security will be arranged by the district and billed to the user at the current hourly rate.

Total Estimate _____

Deposit Required _____

If requesting the following facilities, please mark the boxes if needed:

Stadium:

- Stadium Area Only
- Track Area Only
- Announcers Box
- Concession Stands*

Cafeteria:

- Dining Area Only
- Kitchen Facilities**

Hold Harmless, Indemnity, and Duty to Defend

The user of school district facilities agrees to indemnify, hold harmless, and defend in accordance with Civil Code 2778, the Tulare Joint Union High School District, its Board of Trustees, officers, agents, employees, and representatives from all claims, lawsuits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including user or any employee, agent, or invitee of user, or damage to property including intangible property and to whomsoever belonging, where such injuries, death or damages, occurred in, upon, or due to user's use of the School District premises or property, provided that this indemnity obligation shall not apply to injuries for which the School District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence.

Statement of Information

The undersigned states that, to the best of his/her knowledge, the school property for use of which application is made will not be used for the commission of any act intended to further any program or movement for the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence, or other unlawful means. The organization on whose behalf he/she is making the application for use of school property, hereby does not, to the best of his/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/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.

*****All food and drink must be prepared in cafeteria kitchen. A cafeteria employee with a serve safe certificate must be present during the preparation of all food and drinks.***

****Sponsoring Organization must provide list of items to be sold. Only prepackaged items permitted.***

Applicant's Signature

Date

TULARE JOINT UNION HIGH SCHOOL DISTRICT
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM (Attach to Application)

Date of Application: _____ Requested Facility: _____

Multi-Purpose Room _____ Kitchen _____ Classrooms(s) _____ Other: _____

Month: _____ Day(s) of Month: _____ Time(s): _____

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 COVID-19 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://tchhsa.org/eng/>

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 to not 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 Tulare Joint Union High 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: _____

Address: _____

Work Phone: (_____) _____ Other Phone: (_____) _____