# San Ramon Valley Unified School District

Facilities Use Department
FacUse@srvusd.net ♦ (925) 824-1883

# **Terms and Conditions**

This Agreement, when signed by the applicant and a representative of the San Ramon Valley Unified School District, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions which force the cancellation of the event. San Ramon Valley Unified School District agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year. ADDITIONAL CHARGES: User groups that stay past preapproved employee hours shall be assessed a fee as follows: A. For the first 15 minutes or portion thereof of overtime: 1 and 1/2 hours pay. B. For each additional 15 minutes or portion thereof of overtime: 1 hour pay.

#### DISCLAIMER

I shall defend, indemnify and hold the San Ramon Valley Unified School District, its officers, employees and agents harmless from any, against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury of damages arising out of or related to any activity or conduct of the permit holder, its agents, servants or employees.

I agree to provide the San Ramon Valley Unified School District with a Certificate of Liability Insurance and endorsement naming the San Ramon Valley Unified School District as an additionally insured. The minimum general liability limits of insurance on the certificate shall be \$1 million dollars per occurrence with an aggregate limit of no less than \$2 million dollars for the policy period.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the organization for any damage sustained by the school building furniture or equipment, occurring through the occupancy or use of same by the organization.

I hereby certify that I have read the attached applicable Policies and Regulations of the Governing Board of the San Ramon Valley Unified School District and agree that the permit holder, as well as I personally, will abide by all rules, regulations and conditions set forth therein and will conform to all applicable provisions of the laws of California and to all Policies and Regulations of the Board of Education.

The undersigned on whose behalf he or she is making application of use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California, by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

### **CONDITIONS OF USE OF THE:**

San Ramon Valley Unified School District FACILITY USE: 1) You are responsible for your group and/or parties actions and conduct during your reservation. 2) Your current and future reservation requests may be cancelled if the following should occur: Fighting; Unseemly conduct; Health Violations (spitting, smoking, etc.); Abuse of staff or property; Negligent or delinquent in remitting payment. 3) Groups must complete the reservation process at least *two weeks* prior to the event. 4) We reserve the right to partially refund deposits when cancellation occurs less than 14 days of original reservation. 5) Revision and cancellation fees will apply to reservations that have been confirmed by e-mail, to the user group, with a "Site Availability Confirmed" notation. Applicable fees are summarized in the chart below:

### **Revision/Cancellation Fees on Approved Reservations**

Revision	\$20 revision fee
Greater than 60 days cancellation notice	\$20 cancellation fee
Less than 60 days cancellation notice	25% of rental charges + \$20 cancellation fee
Less than 30 days cancellation notice	50% of rental charges + \$20 cancellation fee
Less than 14 days reservation request	On-Line Reservations Not Available

6) Contract changes/cancellations will only be accepted from the individual originally making the reservation. 7) Your group must assume responsibility for providing adequate supervision, facility cleanliness and general order while using the facility. 8) Alcoholic beverages are strictly prohibited. 9) Damage and/or destruction of the reserved facility will result in repair and/or replacement fees billed directly to you. 10) In all circumstances, the San Ramon Valley Unified School District retains full authority for final approval and denial of facility reservation requests.

# Non-Profit 501(c)(3) rate Qualifications:

- 1) Proof of 501(c)(3) nonprofit status, IRS document: Official Determination Letter
- 2) Facility is reserved under the nonprofit name
- 3) Payment for the facility rental will come from the nonprofit
- 4) ALL insurance is from the nonprofit name
- 5) Fees/registration paid by participants (as in camp attendees, etc.) must be paid directly to the nonprofit's name.

Third party sponsorship of an entity in order to qualify for the nonprofit rate *is not allowed*. The entity must be a wholly owned company by the nonprofit entity.

# **Custodial charges:**

Custodial Charges may also be applied for rentals. Please check with the Facilities Use Department before your event.

## **Rental Payment:**

If your reservation request is approved, payment for facilities use is required before your event. Payment can be made by check or credit card and must be received 2 weeks prior to your event.

- Credit cards can only be done online through Civic Permits.
- Checks can be mailed to:

SRVUSD Facilities Use Department 3280 Crow Canyon Road San Ramon, CA 94583

#### Kitchens:

Use of a Kitchen facility requires the support services of a Child Nutrition aid.

### **Swimming Pools:**

Use of a swimming pool requires the support services of a Certified Lifeguard.

**LIFEGUARD REQUIRED**: The district will schedule a Certified Lifeguard and charge the renter.

### Theaters & Stadiums:

Use of the theater and stadium sound booth requires the support services of an AV Technician.

### BBQs/Fog Machines/Fires are NOT permitted at any time:

The use of fog machines or conducting other activities that may cause the activation of fire and smoke detection devices <u>is strictly forbidden</u>. This includes the use of unvented cooking appliances, popcorn makers, etc. The user group will be responsible for any fees incurred as a result of a false alarm.

# No amplified sound:

Unauthorized use of amplified sound is not allowed without district approval. Stadium sound systems can only be approved when operated by a district authorized technician.

## **Notes:**

Inputting your information <u>does not</u> constitute an approved request; it is an application request for the dates and times. After your request has been reviewed, you will receive an e-mail notification that your information has been approved or denied. If approved, you have permission to use the facility at the date/time you have requested providing the Facilities Use Department has your current Certificate of Insurance on file and payment has been made.