



SWEETWATER UNION HIGH SCHOOL DISTRICT
ADMINISTRATION CENTER
 1130 Fifth Avenue, Chula Vista, California 91911-2896
 (619) 691-5553

<input type="checkbox"/> DISTRICT/ SCHOOL EVENT <input type="checkbox"/> AAU EVENT
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**FACILITY USE APPLICATION AND PERMIT
 FOR USE OF SCHOOL FACILITIES AND GROUNDS**

ANY PERSON APPLYING FOR THE USE OF SCHOOL PROPERTY ON BEHALF OF ANY SOCIETY, GROUP, OR ORGANIZATION SHALL BE A MEMBER OF THE APPLICANT GROUP AND, UNLESS HE OR SHE IS AN OFFICER OF THE GROUP, MUST PRESENT WRITTEN AUTHORIZATION FROM THE APPLICANT GROUP TO MAKE THE APPLICATION. THIS STATEMENT OF INFORMATION MAY CONTINUE IN EFFECT FOR THE PERIOD OF ONE YEAR FROM THE DATE OF THE WRITTEN AUTHORIZATION. APPLICATIONS FOR USE OF SCHOOL FACILITIES BY EMPLOYEE ORGANIZATIONS ARE SUBJECT TO THE CONDITIONS AND TERMS STATED IN NEGOTIATED COLLECTIVE BARGAINING AGREEMENTS AND RIGHTS GRANTED ACCORDING TO GOVERNMENT CODE SECTION 3543.1(b) RIGHT OF EMPLOYEE ORGANIZATIONS TO USE INSTITUTIONAL FACILITIES.

I, _____, acting on
 _____, acting on my behalf, or acting as the duly qualified and authorized officer of _____ hereby
 apply for permission to use _____ for _____

NAME OF APPLICANT WEBSITE ADDRESS
 NAME OF TEAM/ORGANIZATION
 SCHOOL BEING REQUESTED TYPE OF EVENT

Number of participants & spectators expected to attend _____ Admission being charged: Yes No Admission fee: (per person fee)
 Adult \$ _____ Student(child)\$ _____

TYPE OF FACILITY (CHECK ALL THAT APPLY)

- | | | | | |
|--|---|---|--------------------------------------|--|
| <input type="checkbox"/> AUDITORIUM | <input type="checkbox"/> # OF GRASS FIELDS _____ | <input type="checkbox"/> TENNIS COURTS | <input type="checkbox"/> AIR COND. | <input type="checkbox"/> BATTING CAGES |
| <input type="checkbox"/> ADAPTIVE/M.P.B. | <input type="checkbox"/> GYMNASIUM | <input type="checkbox"/> BASEBALL FIELD | <input type="checkbox"/> RESTROOMS | <input type="checkbox"/> ROLLER HOCKEY |
| <input type="checkbox"/> CAFETERIA | <input type="checkbox"/> FOOTBALL STADIUM (grass field) | <input type="checkbox"/> SOFTBALL FIELD | <input type="checkbox"/> PARKING LOT | <input type="checkbox"/> TRACK ONLY |
| <input type="checkbox"/> CLASSROOM | <input type="checkbox"/> FOOTBALL STADIUM (TURF field) | <input type="checkbox"/> CONCESSIONS | <input type="checkbox"/> PAVILION | |

DATE(S) NEEDED

FROM (MM/DD/YR): _____ TO (MM/DD/YR): _____ DAY(S) NEEDED: S M T W TH F S

BEGINNING SET-UP TIME NEEDED: _____ (am/pm) EVENT END TIME: _____ (am/pm)

EVENT START TIME: _____ (am/pm) END CLEAN UP TIME: _____ (am/pm)

ENERGY NEEDS

AIR CONDITIONING/HEATING NEEDED YES NO DAY(S) NEEDED: S M T W TH F S

ROOMS/AREAS BEING USED: _____ HOURS A/C-HEATING NEEDED: _____

FEES ALL FEES FOR USE OF SCHOOL FACILITIES AND GROUNDS ARE DUE UPON SUBMISSION OF THIS APPLICATION.

FACILITY USE FEE: \$ _____ CUSTODIAL/CAFET. SERVICE & ANCILLARY FEES: \$ _____
 (Cashiers' Check/M.O. payable to SUHSD, on Mo. Prin. Report) (Cashiers' Check/M.O. payable to School's ASB)

DATE PAID: _____ CHECK # _____ DATE PAID: _____ CHECK # _____

*****ATTACH COPY OF FACILITY USE FEE CALCULATOR PAGE*****

I, THE UNDERSIGNED APPLICANT, HEREBY ACKNOWLEDGE RECEIPT OF THIS APPLICATION AND INCORPORATED CONDITIONS AND RULES GOVERNING THE USE OF SCHOOL FACILITIES AND GROUNDS, AND AGREE TO COMPLY WITH ALL PROVISIONS AS SET FORTH IN THE APPLICATION AND INCORPORATED CONDITIONS AND RULES GOVERNING THE USE OF SCHOOL FACILITIES AND GROUNDS. APPLICANT FURTHER ACKNOWLEDGES THAT ANY VIOLATION OF SAID APPLICATION AND CONDITIONS AND RULES SHALL CONSTITUTE SUFFICIENT CAUSE FOR THE DISTRICT TO TAKE WHATEVER ACTION THE DISTRICT CONSIDERS APPROPRIATE AGAINST THE APPLICANT. SUCH ACTION MAY INCLUDE, BUT IS NOT LIMITED TO, IMMEDIATE CANCELLATION OF THE APPLICATION AND DISAPPROVAL OF FUTURE APPLICATIONS TO USE SCHOOL FACILITIES AND GROUNDS.

**DO NOT CONSIDER THIS APPLICATION CONFIRMED OR APPROVED,
 UNTIL YOU RECEIVE A SIGNED, APPROVED COPY FROM THE DIRECTOR OF PLANNING**

 X

SIGNATURE OF APPLICANT OFFICIAL TITLE DATE

_____ MAIL ADDRESS E-MAIL ADDRESS (Approved Permit w/b emailed) PHONE NUMBER

STATEMENT OF INFORMATION

THE UNDERSIGNED STATES THAT, TO THE BEST OF HIS/HER KNOWLEDGE, THE SCHOOL PROPERTY FOR USE OF WHICH APPLICATION IS HEREBY MADE WILL NOT BE USED FOR THE COMMISSION OF ANY ACT INTENDED TO FURTHER ANY PROGRAM OR MOVEMENT, THE PURPOSE OF WHICH IS TO ACCOMPLISH THE OVERTHROW OF THE GOVERNMENT OF THE UNITED STATES BY FORCE, VIOLENCE, OR OTHER UNLAWFUL MEANS. THAT THE ORGANIZATION ON WHOSE BEHALF HE/SHE IS MAKING APPLICATION FOR USE OF SCHOOL PROPERTY, 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.

APPLICANT X _____ DATE _____
 SIGNATURE OF APPLICANT

HOLD HARMLESS STATEMENT

I/WE AGREE TO WAIVE ALL CLAIMS AGAINST THE SWEETWATER UNION HIGH SCHOOL DISTRICT, ITS REPRESENTATIVES, OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITIES, CLAIMS, OBLIGATIONS, JUDGEMENTS, SUITS, COSTS, DAMAGES, EXPENSES, ATTORNEYS' FEES, INCURRED OR PAID, ARISING OUT OF, OR IN CONNECTION WITH, EXCEPT WHERE PERSONAL INJURY, BODILY INJURY, DEATH, AND/OR ANY OTHER PROPERTY DAMAGES OF WHATSOEVER NATURE OR KIND, RESULT FROM THE DISTRICT'S NEGLIGENT OR INTENTIONAL ACTS

APPLICANT X _____, WHO HEREBY CERTIFIES THAT HE/SHE IS THE DULY QUALIFIED
 SIGNATURE OF APPLICANT
 AND AUTHORIZED OFFICER OF _____ DATE _____
 NAME OF TEAM/ORGANIZATION/GROUP

*******SCHOOL SITE USE ONLY: ASB DEAN/ASST. PRINCIPAL*******

INSURANCE

Insurance Verified & **Attached:** Expiration Date _____ Insurance Company _____ Policy # _____

CHARGES REQUESTS FOR WAIVER **MUST BE AUTHORIZED BY SUPERINTENDENT/CFE/ASST. SUPERINTENDENT. FOR WAIVER CONSIDERATION ONLY YOUTH RELATED ACTIVITIES ARE ELIGIBLE.**

<input type="checkbox"/> DIRECT COST	<input type="checkbox"/> FAIR RENTAL VALUE	<input type="checkbox"/> CAFETERIA EMPLOYEE	<input type="checkbox"/> THEATER TECHNICIAN
CUSTODIAN NEEDED: <input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> DURING CUSTODIAL SHIFT	<input type="checkbox"/> AFTER CUSTODIAL SHIFT
<input type="checkbox"/> EMAIL SENT TO "ENERGY MANAGEMENT" FOR A/C HEATING SETUP			<input type="checkbox"/> EXTRA SETUP/BREAKDOWN NEEDS
EVENTS OVER 2 HOURS REQUIRE RESTROOM FACILITIES AND CUSTODIAL SERVICES			

Is the activity sponsored by the ASB? Yes No Initials of ASB Dean/Advisor _____

MASTER CALENDAR ENTRY: DATE/INITIALS: _____ CUSTODIAN SCHEDULED (NAME) _____

USE OF ABOVE FACILITIES FOR DESCRIBED ACTIVITY APPROVED BY:

X _____
 SIGNATURE & NAME OF SCHOOL OFFICIAL TITLE

<input type="checkbox"/> Insurance attached <input type="checkbox"/> Fee Calc. attached <input type="checkbox"/> Team Roster attached <input type="checkbox"/> Waiver Request
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DISTRICT USE ONLY Special Instructions to Responsible Individual:

<input type="checkbox"/> APPROVED date: _____ <input type="checkbox"/> DENIED Reason: _____ _____

FINAL APPROVAL X _____
 DIRECTOR OF PLANNING

****YOU MUST HAVE THE PERMIT WITH YOU AT ALL TIMES, WHEN ON DISTRICT PROPERTY****

TERMS AND CONDITIONS FOR USE OF SCHOOL FACILITIES AND GROUNDS

The following are the Terms and Conditions that apply for use of any school facilities and/or grounds by individuals, groups, clubs and organizations herein referred to as the “applicant,” and the Sweetwater Union High School District herein referred to as the “district”. Forms and additional information may be downloaded at the district website, www.sweetwaterschools.org under “Departments,” heading, “A-Z Directory,” and scroll to “Facilities Use.”

The school board may require the furnishing of additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate (Ed Code 38135).

The governing board of any school district may, in its discretion, consider any statement of information or written authorization made pursuant to the requirements of this section as being continuing in effect for the purposes of this section for the period of one year from the date of the statement of information or written authorization. (Ed Code 38136)

This application is made under the penalty of perjury, and any person so signing the statements who willfully states therein as true any material matter which he or she knows to be false, is subject to the penalties prescribed for perjury in the Penal Code. (Ed Code 38137)

A. GENERAL FACILITY INFORMATION

1. Applicant/organization is responsible for the safety and conduct of its participants and spectators.
2. A district employee shall be present whenever a facility is being used, and is in charge of the facility. If a district employee is not available to supervise the use of a building/facility, or open/close gates on a weekend, holiday, or other day when school is closed, the district reserves the right to deny use of that facility. Only district employees may have keys to lock/unlock facilities/gates to district property.
3. All dates, times, hours and specific rooms/fields being requested must be listed on the application. It shall be the responsibility of the applicant to see that the unauthorized portions of the building are not used and that the premises are vacated as scheduled. All meetings shall close at least 30 minutes before the time approved on the permit.
4. Applicant/organization accepts the rented facility or building in “as is” condition and it is the responsibility of the applicant/organization to inspect the rented playfield or facility building for damage or dangerous conditions and notify the district of any damage or dangerous conditions found on the premises.
5. Applicants shall leave the school facilities in the same order and condition in which they found them. All tables/chairs must be returned to their original position. Decorations shall be erected and taken down in a manner not destructive to district property.
6. SUHSD will not be responsible for losses of personal property by individuals or groups when buildings are being used for a permit activity.
7. Individuals using district facilities may bring guide, signal or service dogs as need, however, the district assumes no liability for the safety of the animals voluntarily brought to district facilities. (AR 1330)
8. The director of nutrition services must be contacted at 619-691-5510, to request the use of district’s kitchens prior to scheduling online. A SUHSD Nutrition Service employee must be present for kitchen use (see Fee Calculator), and supervises the applicants with the utilization of the kitchen equipment. The district employee will not assist in the preparation or cleanup associated with the event. In California State all persons working in food handling area must have a Food Handler Permit. Please see “Food Vendors and Catering” for additional information.
9. Applicants requesting the use of school premises which include a stage shall not be permitted to move or change any furniture or equipment, this includes lights, curtains, ceiling pieces, or cycloramas except under the direction and supervision of the district employee in charge.
10. If the facility use is for artificial turf field use, review AR 1330.1 for additional restrictions.
11. If the activities requires using a natural grass field, and there has been rain within 24 hours of the scheduled activity, the event may be cancelled to protect district fields. Using the fields when they have been closed by the district will jeopardize future use.
12. The district shall have the right to require the applicant to provide adequate supervision and/or security police, when such supervision is deemed necessary, to ensure the protection of district property.
13. Applicants entering school sites while students are on campus must register with the school at the site’s designated location. (AR 1250(a)), (Resolution No. 4551).

B. APPLICATION PROCESS *All applications are for district facility use within the current fiscal year (July 1 through June 30) only. Permits expire on June 30th of each year and a new request must be submitted for the subsequent fiscal year.*

1. All school related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis of complete request.
2. The district must receive all applications a minimum of two weeks in advance of the first date of the event, NO EXCEPTIONS.

3. Applicants and organizations must first apply through SchoolDude.com and become a community user before a facility use application can be submitted. The contact person and the person of record submitting the online schedule for use of SUHSD facilities/properties must be 18 years or older and will be considered the representative(s) of the organization and will be responsible for recoverable fees/costs associated with use of SUHSD facilities, buildings or property. Acceptance of rules constitutes a legally binding document. An adult must be present at all times.
4. Schools using SchoolDude must upload the Certificate of Insurance to the SchoolDude website. Schools using the actual Facility Use Application in pdf format shall submit paper copy or email to the ASB Dean (see C. Insurance Required for details).
5. After applicants receive the confirmation to become a community user from the Planning Department, the applicant can check on SchoolDude.com for calendar availability of desired dates.
6. Enter dates, times and all rooms/fields/spaces for all event(s) being requested. (Events will be posted on the calendar after final approval.) The application is reviewed by the school site, to determine if the facilities requested are available. After the school site has provided an initial approval, the request will be routed to the district for the final approval. The district will issue an invoice and payment shall be made at the school site with a Cashiers Check or Money Order. Personal checks are not accepted.
7. Once payment and insurance are accepted, the Planning Dept. will verify completed request for final approval and will then be activated on the calendar. You must have final approval from the district prior to the scheduled event.
8. A complete request consists of three things:
 - i. Proof of insurance and endorsement approved by the Planning Dept.
 - ii. An approved online request through the SchoolDude website (fully routed and approved by the Planning Dept.) or approved Permit emailed from the Planning Dept..
 - iii. Payment for the use of facilities.
 - iv. Other documents may be requested as needed.
9. An activation email and invoice/Facility Use Permit will be sent upon completion of the facility schedule request. One of these documents must be carried by the applicant at all times while on district properties and presented on demand. Failure to present upon demand may result in revocation of privileges.
10. Once an event is scheduled, and the applicant has signed the application, the terms cannot be modified without written consent of the district. Any scheduled event that is not held by the requesting group for any reason, forfeits any monies paid, if the district is not notified a minimum of 72 hours before the event.
11. Any application issued is subject to the condition that the district expressly reserves the right to unilaterally change or revoke the application in part or entirely, without notice, should the school facilities and grounds for which an application has been issued be needed for any school purpose whatsoever or good cause.

C. INSURANCE REQUIRED

1. All applicants must register in SchoolDude and become a Community User prior to submitting the insurance requirements.
2. Prior to the approval of the Facility Use Application and Permit for Use of School Facilities and Grounds, the applicant shall submit to the site principal or his/her designee, a certificate of insurance along with the insurance company's policy endorsement of comprehensive general liability (broad form) insurance, occurrence basis (combined single limit, personal injury, bodily injury and property damage). Both documents shall name the Sweetwater Union High School District as an additional insured and signed by an authorized officer of the insurance company. Further, the carrier's policy coverage shall contain the following provisions: primary coverage before the district's policy; any aggregate limits shall apply separately to each insured; carrier agrees not to call on the district for any contribution in the settlement of a claim; and shall not require any contribution whatsoever by the district. The insurance company must have an A.M. Best rating of A- or better. Coverage shall not be cancelled or reduced without thirty (30) day's written notice to the district.
3. The minimum amount required for the Certificate of Insurance is \$1,000,000., \$2,000,000. aggregate. The policy endorsement is stipulated in AR 1330. The district address is: Sweetwater Union High School District, Attn: Planning Dept/Facility Use, 1130 Fifth Ave, Chula Vista, CA 91911. See sample form on SchoolDude, or on district website. Schools using SchoolDude will upload the certificate to SchoolDude website. Schools using the actual Facility Use Application in pdf format shall submit paper copy or email to the ASB Dean.

D. FEE'S

1. Fees will be based on the current Fee Calculator, dated 7/23/18.
2. All fees must be paid in full a minimum of two weeks prior to first date of the event.
3. The only acceptable forms of payment are Cashiers Checks or Money Orders. Personal Checks are not accepted.
4. Requests for future use will not be approved pending payment of past due invoices.
5. A deposit may be required at the discretion of the district.
6. The board shall charge at least Direct Costs to all groups granted facility use under the Civic Center Act. "Direct Costs" are defined as the cost of supplies, equipment, utilities, custodial and nutrition services salaries, and other personnel salaries provided by district employees necessitated by the organization's use of school facilities and grounds.

Example: youth sports leagues charging less than \$60. per month; 501c3 groups providing programs for exclusive benefit of district students. "Fair Rental Value" is defined as the direct costs, plus amortized costs of the school facilities/grounds to include costs of repair, maintenance, restoration, refurbishment, utilities and administration. Examples: non-profit and for profit groups not

7. Applicant will be invoiced for time spent cleaning up after an event, in any facility, to include parking lots, at the rate specified on the Fee Calculator, if a custodian must take time from their regularly scheduled duties. Per SUHSD Union Bylaws, a minimum of three hours must be paid for any district staff, regardless of the amount of time they are needed.
8. SUHSD reserves the right to recover the cost of lost, broken or damaged items that occur during the use of the facility. The signature organization will be responsible for cost replacement.
9. Notice of cancelations must be given in writing to district 72 hours before the date of intended use.
10. Refunds/credits are not issued for rain-outs or other inclement weather conditions. Make-up dates will be offered at the discretion of the district, space permitting, provided the make-up date is rescheduled within 48 hours of the rained-out event. Refunds are at the discretion of district. Please note that a 20 percent processing fee will apply to all refunds.
11. Donations are not considered "in lieu" of any facility use fee's.
12. The Board of Trustees believes that the use of school facilities or grounds by outside groups, should result in zero cost to the district.

E. NATURAL TURF FIELDS

1. Any use of grass fields over 2 hours requires restrooms and custodial services. Porta pottys' are not allowed.
2. Fields shall be left in clean condition by users. Additional cleaning time will be invoiced to the group.
3. Alterations or marking of fields is prohibited without written permission from ASB Dean/Assistant Principal.

F. ARTIFICIAL TURF FIELDS AND TRACKS

1. A refundable deposit in the amount of \$500.00 is required for all external groups using artificial turf fields.
2. It is recommended to have water on hand, as temperatures on artificial turf can be as much as +30% of the ambient temperature.
3. The following objects are not allowed on artificial turf fields and may be subject for dismissal of the event and any further use:

Carnivals	Sharp Objects – No Cleats
Cigarettes/Tobacco	Glass
Colored Beverages	Tractor Pulls, Monster Trucks, Dirt Bikes, Bicycles
Debris	Vehicles (except as noted)
Fireworks or open flames	Heavy vehicles: flat bed trucks, tractor trailers, forklifts
Gum/Sunflower Seeds/Nuts/Popcorn	Ladders
Spikes, anchors, supporting columns	No Food

4. Non district personnel are prohibited from using any vehicles on artificial turf surfaces, with exception of emergency vehicles. See AR 1330.1 for more information.

G. GOAL POST USAGE

1. An adult must be in attendance at all times to supervise the activity.
2. When in use, goal posts must be secured and anchored appropriately, using three or more 50 lb. sandbags.
3. When not in use, goal posts must be disassembled after each use and stored in a locked facility, or locked to a permanent fence.
4. Participants shall not hang, swing, perform "chin-ups," or any other act from the goal posts.
5. Goal posts are to be used for games and practices only.
6. Signage must be attached to the Goal Posts: "No Hanging or Swinging on Goal Posts."

H. PORTABLE LIGHT TOWERS

1. No student/child should operate light towers, due to possibility of high voltage injuries.
2. Portable light towers should be locked and stored off of the fields when not in use.
3. Portable light towers should not be used if there is any noticeable damage; including but not limited to missing lock pins, frayed wires, kinked cables, broken light housings, and damage to support structures.
4. Rented light towers are required to be maintained properly by qualified persons.
5. Tire condition and pressure should be checked on regular intervals. Any tires with cuts, cracks or worn tread should be repaired/replaced before moving, and using the light tower.
6. Portable light towers should be operated exactly as detailed in manufacturer's instructions. Before and while erecting the mast, operator should identify if there are any deficits in the structure. Operation of light tower should cease if there

is any observable damage. The engine should run before applying a load and the lights should be turned on individually. Cables should have slight tension when lowering the mast to prevent them from fraying.

7. Oil and debris collected in the engine should be cleaned after each use and the fuel tank should be kept full to reduce condensation. Fuel should never be left in tank longer than one year.
8. When transporting or storing portable tower lights, the lamp sockets should be in a downward position and the mast should be in its lowered position with safety pins in place to reduce any bouncing or banging. The outriggers should be fully extended and supported on flat, level ground at all times before and during use.
9. Operation and Training Manuals should be kept easily accessible.

I. RESTRICTIONS--*Any individual requesting the use of a school premises shall be denied for any of the following:*

1. Activities that are immoral, offensive, or harmful to students, staff, facilities and/or grounds.
2. Activities that are not consistent with school facility and ground use or interfere with the regular conduct of school purposes or school work.
3. Commercial advertising, unless approved by both the site administrator, and superintendent/assistant superintendent.
4. Alcohol, drugs, and weapons (guns, knives, and other dangerous weapons) are not allowed on district properties at any time. Boisterous conduct, profane or other improper language will not be tolerated. Smoking and the use of any tobacco/marijuana products are prohibited on all SUHSD property (see SUHSD Administrative Regulations: AR 5131.6(a), AR 5131.7(a), AR 5131.62(a).)
5. Activities which involve the possession, consumption and/or sale of alcoholic beverages or any restricted substance. This section does not prohibit the use of sacramental wine by a church or religious organizations as part of a religious ceremony.
6. Fund-raising activities except as permitted by board policy or a special action from the board (BP 1321).
7. Professional carnivals or use of rebounding devices ("Jump-Houses" or "Fun-Houses").
8. Activities that do not comply with the laws and statutes of the State of California, Education Code Sections 10900-10914.5, U.S. Code Section 7905, Business and Professions Code Section 25608, Civic Center Act 38130-38138, city and county fire regulations/ordinances, negotiated collective bargaining agreements, this board policy with related regulations, and all other policies of the district.
9. The use of any material or device which constitutes a hazard is expressly prohibited.
10. CAR WASHES on school grounds must strictly adhere to requirements of the Clean Water Act, enacted by the State Water Resources Control Board on April 30, 2003, and adopted by SUHSD's Board of Trustees by Resolution No. 3526 on July 23, 2006, by not allowing contaminated water to run-off into sewer systems. Please obtain necessary "berms" from the local home improvement store, prior to holding a car wash.

J. THEATERS, MULTI PURPOSE BUILDINGS (MPB)

Theaters are small to medium sized venues; located at Bonita Vista High, Chula Vista High, Rancho Del Rey Middle, and Sweetwater High Schools.

Multi Purpose Buildings with stage only are located at Chula Vista Middle, Eastlake Middle Olympian High, Otay Ranch High Schools.

1. To request use of these facilities: for Community Users/schools who are using SchoolDude, use the SchoolDude website to enter the request.
2. For schools using the actual Facility Use Application in pdf format, submit paper copy or email the form to the ASB Dean at the requested school.
3. For insurance requirements, see C. Insurance Required.

K. PERFORMING ARTS CENTERS (PAC)

Performing Arts Centers are the largest venues, often used for theater productions, pageants, dance recitals; located at Chula Vista High (Capacity 657), Eastlake High (Capacity 436), and San Ysidro High Schools (Capacity 400).

1. To request use of these facilities, contact the Theater Manager or ASB Dean for the "Performing Arts Center Facility Use Agreement" and to schedule a meeting to discuss the event.
2. Box Office/Ticketing: all ticket sales will be conducted by applicant and deemed as general admission unless Theater Manager gives written permission for reserved seating.
3. For insurance requirements, see C. Insurance Required.

L. GENERAL INFO: ALL DISTRICT PROPERTIES, THEATERS, MPB'S, PAC'S

1. No drugs, alcohol, tobacco of any kind are allowed anywhere within district facilities or grounds.
2. No food or drinks (other than water) is allowed inside the facilities.
3. Behavior, language, clothing, nudity, personal conduct or other materials which may be offensive to the general public is strictly prohibited and may be grounds for denial of future events.
4. No modifications are allowed to the stage or any part of facility, to include by not limited to: nails, screws, hoods, tape or decorations into any part of the facility without prior consent of Theater Manager. If applicant or any person,

group working, or volunteering damages or destroys the stage, any portion thereof, any facility on the school campus, or any equipment or property belonging to district, applicant will immediately pay the full cost of repair, restoration or replacement of damaged facility to the satisfaction of the district.

5. Following the event, all areas must be returned to the original condition, as given to the applicant. Additional fee's may be assessed if additional cleaning must be done.
6. No entry prior to contracted time.
7. No unauthorized persons allowed in the technical booth without consent of Theatre Manager/ASB Dean.
8. No pyro-technics are allowed, including fire or candles.
9. Applicants must provide their own tools, equipment and materials, including gels, tapes, tie-line, wire rope, etc.
10. All persons within the Theaters and PAC's must have an assigned seat. Standing in aisles or doorways is not permitted. Rows and aisles must remain clear at all times, to include photography or videography tripods, sound or lighting equipment, strollers, wheelchairs, etc.
11. Doors, fire escapes, and emergency exits must remain clear at all times.
12. District staff has the right to prohibit any activity or behavior which is deemed unsafe or inappropriate.

M. LIABILITY, RIGHTS & RESPONSIBILITIES

Applicant agrees to the following:

1. Acquire exclusive copyright and authority for staging of the event during the term of the agreement.
2. Ensure the event does not and will not infringe upon the rights of any person or entity, including copyrights, rights of privacy, libel, slander or disparagement.
3. Acquire all music rights and licenses from publishers or copyright owners necessary to use and perform all music included in the event during the term of the agreement.
4. Timely and fully pay all service fees and costs associated with presentation of the event and all royalties payable to writers, directors and choreographers.

N. TV/FILMING/PHOTO SHOOTS

1. TV/movie filming on campuses must be approved by the superintendent/assistant superintendent, and an additional Location Contract and proof of insurance is required. Please contact the planning department for additional information.
2. Use of any students in filming or photo shoots must be pre-approved and authorized by the parent/guardian.
3. Additional fees may be charged for "Star Trailers" placed during filming.

O. DAMAGES: *The following shall apply when damage occurring to school property is not covered under the provision of the Certificate of Insurance and the policy endorsement:*

1. Applicant, individually and/or jointly with the organization, group and/or club, agrees to be responsible for all liabilities and claims arising out of the groups own negligence and that the applicant's liability for injuries and property damage, shall be the primary before any coverage of the district.
2. Applicant shall be invoiced for an amount necessary to repay the damages.
3. Applicant's failure to pay said damages shall constitute sufficient cause for the district to take whatever action appropriate against the applicant. Such action may include, but is not limited to, immediate cancellation of the application and disapproval of future applications to use school facilities and grounds.

P. FORCE MAJEURE

In the event that any district property is destroyed or damaged by fire, the elements, mob, riot or if the premises, for any reason whatsoever, is rendered unfit for occupancy, either prior to the beginning, or prior to the expiration of the term of the agreement, or if the district is unable to give the applicant possession because of a national or local emergency, calamity, epidemic or strike, the agreement shall be suspended and the district shall return to applicant any advance payment, excluding out of pocket expenses incurred by the district, and all of the district's duties and obligations hereunder to applicant will cease, and the district will not be liable to applicant for any damages, losses, penalties, costs or compensation arising out of such force majeure event.