



## ***Lucia Mar Unified School District (LMUSD)***

### **OCEANO COMMUNITY CENTER (OCC)**

1425 19th Street • Oceano, CA 93445 • (805) 474-3900

<http://www.luciamarschools.org/>

## **RECREATIONAL (SPORTING) USE FACILITY APPLICATION AND SERVICES CONTRACT**

*For Facility Use through June 30, 2019*

### **RESERVATION REQUIREMENTS**

#### **Application Completion/Submission:**

1. Type or write *legibly* – if we cannot read it, it will be returned to you for resubmittal. Because of the difficulty in reading faxes, please submit original application by mail or hand deliver.
2. Be clear on dates and times. Use extra applications if necessary or attach a sheet of paper with dates and times if you are booking more than one event.
3. A \$15.00 nonrefundable Application Fee is due and payable with the submission of each application.
4. The General Liability insurance requirement for use of LMUSD (hereinafter referred to as “District”) facilities is as follows: \$1,000,000\* per occurrence covering personal injury, bodily injury, and property damage. The insurance must be written on an occurrence basis and shall be stated on the certificate with current coverage dates. A copy of your certificate of liability insurance, **naming Lucia Mar Unified School District, its officers, agents, and/or employees as ADDITIONAL INSURED**, must be attached to each application. [\**Note*: District reserves the right to request a higher liability amount (\$1.5 million to \$2.0 million) dependent upon the applicant’s stated purpose of facility and/or equipment use. Any higher amounts will be negotiated prior to the approval of any facility application for use or services contract.]

A copy of liability insurance must be attached with each application. If not, it will be returned for resubmittal. If you believe you will be submitting additional applications throughout the year, please make copies of the certificate of insurance to attach with each application.

5. For non-profit status, a letter from the State of California or the IRS is necessary with the submission of each application. Proof of non-profit status is required to secure the direct cost rate. Again, if you believe you will be submitting additional applications throughout the year, please make copies of the non-profit information to attach to each application.
6. A 48-hour cancellation notice is required for all cancellations, otherwise cancellations and no-shows will be billed the full contract amount. Prepaid events will not be refunded without 48 hours cancellation notice. Contact Barbara Dean, Secretary, regarding cancellations, (805) 474-3900, email [barbara.dean@lmusd.org](mailto:barbara.dean@lmusd.org) and/or Wendy Bruse, Director of Special Programs, (805) 474-3000x1107, email [wendy.bruse@lmusd.org](mailto:wendy.bruse@lmusd.org).
7. District reserves the right to determine whether support staff is necessary.



FOR DEPARTMENT USE ONLY

**DISTRICT APPROVALS**

**DIRECTOR OF SPECIAL PROGRAMS/SITE ADMINISTRATOR**

APPROVAL

DATED

**LEAD CUSTODIAN**

APPROVAL

DATED

**SUPERVISOR, CUSTODIANS AND GROUNDS**

APPROVAL

DATED

**DIRECTOR, FACILITIES, MAINTENANCE. OPERATIONS**

APPROVAL

DATED

RECORD OF PAYMENTS:

\$15.00 nonrefundable Application Fee received Check # \_\_\_\_\_ Receipt # \_\_\_\_\_

Received by \_\_\_\_\_

Date \_\_\_\_\_

NOTES: \_\_\_\_\_

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# LUCIA MAR UNIFIED SCHOOL DISTRICT COMMUNITY USE FEES

All organizations using school facilities will be charged a use fee plus a \$15 application fee. **The \$15.00 application fee is due and payable with the submission of this application.**

The Usage Fee is broken down into two categories:

1. **Direct Cost Rental Fees:**

Direct Cost rental fees will be assessed non-profit organizations serving the youth of the community and not charging an admission fee. The Direct Cost rental fee recovers the direct costs to the district required by organizations use of the facilities (Education Code Section 38134(c)(g)).

2. **Fair Rental Value:**

Fair Rental charges will be assessed to those organizations which require admission fees or solicit contributions, and the funds are not expended for charitable purposes (Education Code Section 38134(e)(h)). Fair Rental charges include direct costs, plus the amortized costs of the facilities and grounds.

**CANCELLATIONS:** A **48-hour cancellation notice is required** for all cancellations, otherwise cancellations and no-shows will be billed the appropriate amount. Prepaid events will not be refunded without 48 hours cancellation notice. Please contact Barbara Dean, Secretary, regarding cancellations, 474-3900, email [barbara.dean@lmusd.org](mailto:barbara.dean@lmusd.org) and/or Wendy Bruse, Director of Special Programs, 474-3000, email [wendy.bruse@lmusd.org](mailto:wendy.bruse@lmusd.org)

**KITCHEN USE:** Whenever food is being prepared AND sold in the kitchen, someone with ServSafe® certification must be present at all times. A copy of his/her ServSafe® certification must be attached with this application otherwise District will supply the food service worker at the cost of \$30.00/hour in addition to the kitchen rental charge.

**CUSTODIANS:** Whenever a custodian is required to be present or perform duties requiring time and labor outside of their regular duties or schedule, but which are necessary due to the use of the Oceano Community Center (i.e., to open and close the facility or clean-up), renter will be charged \$35.00/hour in addition to the basic use fee.

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*I have read and agree to pay all fees associated with the rental of the  
Oceano Community Center as identified in this contract.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Single use** events must be paid 30 days in advance of the date of the event to the Oceano Community Center office at 1425 19th Street, Oceano, CA 93455. **Acceptable methods of payment are personal check, cashier's check or money order.**

**Multiple date** requests by an organization will be billed for the basic usage fees shown on the attached schedule. All remittances are to be made payable to Lucia Mar Unified School District, 602 Orchard Street, Arroyo Grande, CA 93420.

# OCEANO COMMUNITY CENTER FEE SCHEDULE

(Subject to administrative adjustments as needed)

## HOURLY RATES FOR USE OF FACILITIES

FACILITY	DIRECT COST PER HOUR	FAIR RENTAL COST PER HOUR
<b>GYMNASIUM – RECREATIONAL USE (includes mens/womens restrooms)</b>		
Monday-Friday	\$ 30.00	\$ 35.00
Saturday, Sunday, Holiday	\$ 65.00 *	\$ 70.00 *
Volleyball	\$ 35.00 set-up fee	
<i>*Includes mandatory custodial support costs.</i>		
<b>BOARDROOM (includes 1 adjacent restroom)</b>		
Monday-Friday	\$ 15.00	\$ 20.00
Saturday, Sunday, Holiday	\$ 50.00 *	\$ 55.00 *
<i>*Includes mandatory custodial support costs.</i>		
<b>PARKING LOT only (no building access)</b>		
Monday-Sunday	\$ 10.00	\$ 15.00
<b>BACK GRASS AREA only (no building access)</b>		
Monday-Sunday	\$ 5.00	\$ 10.00
<b>*KITCHEN (includes kitchen restroom)</b>		
Monday-Friday	\$ 25.00	\$ 30.00
Saturday, Sunday, Holiday	\$ 60.00 **	\$ 65.00 **
<i>*If food is being prepared AND sold at your event in our kitchen, we require someone with ServSafe® certification.</i>		
<i>**Includes mandatory custodial support costs.</i>		
<b>CUSTODIAN</b>	<b>\$ 35.00</b>	<b>\$ 35.00</b>
<b>**4 hour minimum use fee on weekends and holidays**</b>		
<b>TRASH</b>	<b>\$ 50.00 flat fee</b>	<b>\$ 50.00 flat fee</b>

NOTE: CHARGES MAY BE CHANGED ADMINISTRATIVELY TO REFLECT SUBSTANTIAL INCREASES IMPOSED BY UTILITY COMPANIES OR OTHER SIGNIFICANT INCREASES.

(Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.)

1. Completed forms shall be returned to the Oceano Community Center office. A copy of the contract will be mailed to the applicant after official action has been taken on the request.
2. Use of buildings, grounds, and equipment for non-school purposes shall comply with the California Education Code, Sections 38130 through 38138. Use under the Civic Center Act is available only to parent-teacher organizations, character building organizations, and groups or clubs of citizens formed for recreational, educational, political, economic, artistic or moral activities. No concessions will be allowed, except as authorized in the agreement approving the activity and the use of facilities. Smoking, alcohol, and drugs are not permitted on the grounds of the Oceano Community Center. The applicant is responsible for carrying this out.
3. The applicant shall not be affiliated with any group, society, or organization which has as its object the overthrow of the present form of government of the United States or of the State of California by force, violence, or other unlawful means. All groups shall be under the supervision of someone at least 21 years of age.
4. No person at any meeting in a school building shall be permitted to utter remarks, sing songs, or distribute literature of a seditious nature or tending to incite unlawful resistance to or the overthrow of the government of the United States, the government of the State of California, or of any of the subdivisions of either by force, violence, or any other unlawful means.
5. All requests shall be denied where the proposed use is inconsistent with the proper and regular use of the facilities or where the purpose of the meeting would constitute a clear and substantial threat to order or the efficiency of the schools.
6. All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization to see that the unauthorized portions of the building are not defaced and that the premises are vacated as scheduled. All properties not belonging to the schools must be moved after the event or on the next day at the latest, upon approval.
7. The applicant will be responsible for informing Oceano Community Center staff about the equipment needed, the opening of the building, etc., at least one week before the use of any school facilities. No equipment or furniture shall be moved except as noted in approved floor plan that accompanies the rental request. Moving equipment, adjusting scenery, creating lighting effects and operating other equipment must be handled by District staff. The use of decorations must be approved in advance of the event and noted on the floor plan.
8. School premises must be clean and orderly at the conclusion of each activity. No writing or mutilation of the walls, scenery or other equipment will be allowed. The applicant will be held responsible for any damage. If any District property is damaged, the user may be charged for the damages. The Superintendent or designee is authorized to cancel an activity should he/she determine that the applicant's use would damage district facilities beyond normal wear and tear.
9. The General Liability insurance requirement for use of LMUSD facilities is as follows: \$1,000,000 per occurrence covering personal injury, bodily injury, and property damage. The insurance must be written on an occurrence basis and shall be stated on the certificate, coverage dates must be current, and the **Lucia Mar Unified School District, its officers, agents, and/or employees must be named as ADDITIONAL INSURED**. The Board of Education, Superintendent, or designee reserves the right to revoke any permits granted without liability should such action be deemed necessary or desirable.

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**STATEMENT OF INFORMATION**

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The undersigned states that, to the best of his/her knowledge, the school property of use 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 (*individual/organization*) \_\_\_\_\_, whose behalf he/she is making application for use of the 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.

The Governing Board may require the furnishing of such additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate Section 38135 of the Education Code.

Any person applying for the use of school property on behalf of any society, group, or organization shall be a member of such application group and, unless he/she is an officer of such group, must present written authorization from such application group to make such application.

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 such statement of information or written authorization.

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**HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE**

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I, (individual/organization) \_\_\_\_\_, hereinafter referred to as "Undersigned," being permitted to use facilities owned or controlled by the Lucia Mar Unified School District, hereinafter referred to as "District," for personal purposes, between the dates listed on application form do hereby covenant and agree that the District, their officers, employees, agents, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by or arising from any undersigned's use of the facilities, pursuant to the restrictions and limitations of Education Code Section 38133

Notwithstanding anything to the contrary herein contained and irrespective of any insurance carried by the District, the Undersigned agrees to protect, indemnify, covenant not to sue and hold the above enumerated entities harmless from any and all damages or liabilities of whatsoever nature arising out of or in connection with the use of facilities, pursuant to the restrictions and limitations of Education Code Section 38131.

***My signature below indicates that I have read and will comply with all of the above.***

Signed \_\_\_\_\_

Dated \_\_\_\_\_