



Lucia Mar Unified School District

222 Stanley Avenue, Arroyo Grande, CA 93420
Tel: (805) 474-3000 x1032 ▪ Fax: (805) 473-5594

ARROYO GRANDE

NIPOMO

GROVER BEACH

OCEANO

PISMO BEACH

IMPORTANT TIPS ON FACILITY USE

For Facility Use through June 30, 2019

Instructions for filling out the APPLICATION FOR USE OF SCHOOL PLANT AND EQUIPMENT form:

- 1. APPLICATION COMPLETION/ SUBMISSION:** Type or write *legibly* – if the application cannot be read, it will be returned to you for resubmittal. Because of the difficulty in reading faxes, please submit the original application to Lorena Castaneda, LMUSD Facilities/Maintenance/Operations, at the address above by mail or hand delivery to 222 Stanley Avenue, Arroyo Grande, CA 93420.
- 2. EVENT DATE / TIME:** Be clear on dates and times. Use extra applications if necessary.
- 3. APPLICATION FEE:** A \$15 nonrefundable Application Fee is due and payable with the submission of each application.
- 4. LIABILITY INSURANCE:** Effective July 1, 2007, the insurance requirements for use of LMUSD facilities are as follows: \$1,000,000 (**See exception note below*) liability per occurrence covering personal injury, bodily injury, and property damage. 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. (**Exception: The District reserves the right to request a higher liability amount (typically \$1.5 to \$2M) 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 use application or contract.*)

If such certificate is not received with your application, it will be returned for resubmittal. If you believe you will be submitting additional applications throughout the year, make copies of the certificate of insurance to attach to and submit with each application.
- 5. NON-PROFIT STATUS:** For Non-Profit status, a letter from the State of California or the IRS is necessary with the submission of each application. Again, if you believe you will be submitting additional applications throughout the year, make copies of the non-profit information to attach to and submit with each application.
- 6. CANCELLATION:** A 48-hour cancellation notice is required for all cancellations, otherwise cancellations and no-shows will be billed the appropriate amount. Contact the school site and Lorena Castaneda regarding cancellations at (805) 474-3000 Ext. 1032, or by lorena.castaneda@lmusd.org.
- 7. DISTRICT STAFF:** The District reserves the right to determine whether support staff is necessary. The District does not provide lifeguards for the use of the pool by groups or for programs outside the scope of District operations. If user provides for a lifeguard, a Red Cross Lifeguard Certification must accompany the application.
- 8. FACILITY USE APPLICATION APPROVAL CONFIRMATION:** You should not make plans for an event until you have received written approval from the District.

**LUCIA MAR UNIFIED SCHOOL DISTRICT
APPLICATION FOR USE OF SCHOOL PLANT AND EQUIPMENT**

THIS APPLICATION MUST BE FILED AT LEAST THREE (3) WEEKS PRIOR TO DATE FACILITIES ARE DESIRED. Unless special arrangements are made, premises should be vacated promptly at the time indicated. A copy of this application, when approved, will be mailed to applicant. Form must be completely filled out. Please type or print legibly.

FACILITY USE INFORMATION

Organization: _____ Application Date: _____
 Purpose of Facility Use: _____ School/Facility Requested: _____
 Room # _____ Field Name: _____ Gym: _____ Kitchen: _____ Other: _____
 Equipment Needed: Folding Chairs: # _____ Folding Tables # _____ BBQ Pit Concession Stand
 Other: _____ Special requests: _____

Facility Use Date	Day of Week	Starting Time	Ending Time	Hours

Expected attendance: Number of adults: Number of children:
 Open to the public? Yes No Admission/Fee charged? Yes No *Non-profit organization? Yes No
 Age Group(s) Served: _____ Supervising adult over 21 yrs. of age? Yes No
 Name of supervising adult (print name legibly): _____
 Supervising Adult's Best Contact Phone No.: _____ Email: _____

IMPORTANT NOTES: (1) Please attach drawing for room set-up desired. (2) Set-up/tear-down time will be added to hours of use and will be billable to applicant. (3) Use of kitchen requires Food Service Worker. (4) Restrooms are mandatory. (4) Outside use no later than 10 p.m. (5) Bounce houses or other inflatable attractions are not permissible on district property.

****** YOUR ORGANIZATION WILL BE BILLED ACCORDING TO THE CIVIC CENTER FEE SCHEDULE. ******

APPLICANT AUTHORIZATION

Statement of Acknowledgement: By my signature below, I acknowledge there will be a charge for the use of these facilities and for the District support staff responsible for providing necessary services. In addition, I acknowledge there will be charges for any damages associated with this facility use.

Officer's Signature _____ Title _____ Billing Address of Organization _____ City, State _____ Zip Code _____	<u>Required Attachments:</u> <i>(No approval without these items)</i> Rules and Regulations/Hold Harmless (signed) Yes <input type="checkbox"/> Community Use Fee Policy (signed) Yes <input type="checkbox"/> Liability Insurance Certificate Yes <input type="checkbox"/> Proof of Non-Profit Status (if applicable) Yes <input type="checkbox"/>
Contact person (<i>print legibly</i>): _____ Best Telephone No.: _____ Email: _____	

FOR OFFICE USE ONLY:

Date(s)	Date(s)	Date(s)
Room	Room	Room
Billable hours	Billable hours	Billable hours
Rate	Rate	Rate
Labor hours	Labor hours	Labor hours
Rate	Rate	Rate
Processing Fee		
Security Deposit		
COST	COST	COST

DISTRICT APPROVALS ON PAGE 3

DISTRICT APPROVAL

<p><u>PRINCIPAL/SITE ADMINISTRATOR</u></p> <hr/> <p>APPROVAL</p>	<p>DATED</p> <hr/>
<p><u>ATHLETIC DIRECTOR</u></p> <hr/> <p>APPROVAL</p>	<p>DATED</p> <hr/>
<p><u>LEAD CUSTODIAN</u></p> <hr/> <p>REVIEWED</p>	<p>DATED</p> <hr/>
<p><u>SUPERVISOR, CUSTODIANS AND GROUNDS</u></p> <hr/> <p>APPROVAL</p>	<p>DATED</p> <hr/>
<p><u>EXECUTIVE DIRECTOR, FACILITIES, MAINTENANCE, OPERATIONS</u></p> <hr/> <p>APPROVAL</p>	<p>DATED</p> <hr/>

SCHOOL/SITE USE

\$15.00 nonrefundable Application Fee received.

Received by

Date

LUCIA MAR UNIFIED SCHOOL DISTRICT
COMMUNITY USE FEES – FACILITY ID #

All organizations using school facilities will be charged a use fee plus a \$15 application fee. **The \$15 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 to 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. Please contact Lorena Castaneda regarding cancellations at (805) 474-3000 x1032, or by email at lorena.castaneda@lmusd.org and the school site.

KITCHEN USE: Whenever any school kitchen is scheduled for use, a food service worker must be present at all times when the kitchen is unlocked. The user will be charged the cost per hour of the worker in addition to the room rental charge.

CUSTODIANS: Whenever a custodian is required to be present or perform duties requiring time and labor not normally required but which are necessary due to the use of a school building or room, (i.e., to open and close the facility) an hourly rate will be charged in addition to the basic use fee.

COMPUTER LAB: Whenever a computer lab is scheduled for use, a computer technician must be present. The user will be charged the cost per hour of the worker, in addition to the room rental charge.

	<u>Regular Rate</u>	<u>Overtime Rate</u>
Current FOOD SERVICE WORKER cost per hour:	\$21.31	\$31.96
Current CUSTODIAN WORKER cost per hour:	\$21.32	\$31.98
Current COMPUTER TECHNICIAN cost per hour:	\$29.29	\$43.94

Note: All room use applications will be charged \$3.15 per hour for restroom facilities.

Your organization will be billed for the basic usage fees shown on the attached schedules. All remittances are to be made payable to **LUCIA MAR UNIFIED SCHOOL DISTRICT**, 602 Orchard Street, Arroyo Grande, CA 93420.

I have read and agree to the fees quoted above and on the attached Civic Center Fee Schedule.

Signed: _____ Date: _____

CIVIC CENTER FEE SCHEDULE, Page 1

Effective July 1, 2006 (Subject to administrative adjustments as needed)

HOURLY FACILITIES USE RATES

Restroom rates and staff overtime rates apply to schedule below.

<u>FACILITY</u>	<u>DIRECT COST HOURLY</u>	<u>FAIR RENTAL COST HOURLY</u>	<u>SECURITY DEPOSIT</u>
<u>ATHLETIC</u>			
Baseball Field Elem MS/HS/Elem (if baseball +)	\$5.60 or \$536 season	\$29.30	\$100
Basketball Courts (<i>elem. outside, >5 courts</i>)	\$2.50 or \$150 season	\$12	\$50
Basketball Courts (<i>elem. outside, <5 courts</i>)	\$2 or \$100 season	\$10	\$50
Multi-Purpose Field HS – Soccer (> 3 fields)	\$5.60 or \$536 season	\$29.30	\$100
Multi-Purpose Field Elem/MS/Lopez (< 3 fields)	\$3.60 or \$400 season	\$29.30	\$75
Playground / Quad (<i>hard court</i>)	\$2.50 or \$150 season	\$12	\$50
Softball Field Elem (<i>1 field only</i>)	\$3 or \$220 season	\$20	\$100
Softball Fields MS (<i>2 fields</i>)	\$6 or \$440 season/field	\$40/field	\$100/field
Softball Fields HS (<i>3 fields</i>)	\$9 or \$650 season/field	\$75/field	\$100/field
Tennis Court / Hockey Rink (<i>Outside</i>)	\$5.60 or \$536 season/court	\$15.65/court	\$100/court
BBQ	\$20	\$25	\$25
<u>HIGH SCHOOL STADIUM</u> (<i>without lights</i>)			
With Lights	\$23.25	\$152	\$500
	\$56.25	\$183.75	\$500
<u>GYMNASIUMS</u>			
High School*	\$50	\$75	
Middle School*	\$15	\$50	
*A \$35 flat fee plus custodial hourly for gymnasium set-up and wear/tear on bleachers/floor/etc. will be charged on weekends, holidays, or any day/time custodians are not regularly scheduled to work at the reserved site; this applies to both Direct Cost and Fair Rental Cost uses.			
<u>SWIMMING POOLS/ATHLETICS</u>			
Swimming Pool (NHS)**	\$44.25 - \$200	} **2-hour minimum plus \$60 shower/ locker/ restroom fee for both pools.	
Swimming Pool (AGHS)**	\$67 - \$263		
Touch Pads Fee (AGHS or NHS)	\$100 per day		
Gymnastic Rooms	\$27.40	\$39.50	\$250
Locker Rooms	\$27.40	\$52.80	\$50
Restrooms	\$3.15	\$32.65	\$20
<u>SCHOOL</u>			
Classroom - Regular/Special (MS/elementary)	\$6.85	\$52/\$66	\$50
Classroom - Regular/Special (HS)	\$13.70	\$52/\$66	\$50
Computer Lab (<i>requires technician</i>)	\$65	\$104	\$100
Kitchens (<i>requires food service worker</i>)	\$15	\$30	\$100
Multi-Purpose Room (elementary)	\$13.70	\$78	\$7
Multi-Purpose Room (MS & HS)	\$20.55	\$91.70	\$75
Wrestling Room***	\$39.50	\$250	\$100
(** *wrestling room includes mats and requires custodian)			
<u>MISCELLANEOUS</u>			
Concession Stand	\$35	\$60	
Parking Lot	\$7.50	\$15	
Restrooms	\$3.15/each or \$6.30/both	\$32.65	\$20
Trash pick-up	\$30	\$30	
Before- and After-School Childcare and District Recess Camps = \$7.50/day			

* See **HOURLY UTILITY RATE SCHEDULE** on page 2 of schedule.

CIVIC CENTER FEE SCHEDULE, Page 2

Effective July 1, 2006 (Subject to administrative adjustments as needed)

IMPORTANT NOTES / ADDITIONAL CHARGES INFORMATION

1. All room use applications will be charged \$3.15 per hour for restroom facilities.
2. Charges may be changed administratively to reflect substantial increases imposed by utility companies or other significant increases.

MINIMUM UTILITY RATES FOR USE OF FACILITIES

The Minimum Utility Rate is \$6.85 per hour (2 hours = \$13.70, 3 hours = \$20.55, 4 hours = \$27.40)

<u>FACILITY</u>	<u>MULTI-PURPOSE ROOM</u>	<u>ONE (1) CLASSROOM</u>
<u>ELEMENTARY SCHOOLS</u>		
Branch	Minimum x 2	Minimum
Dana	Minimum x 2	Minimum
Fairgrove	Minimum x 2	Minimum
Grover Beach	Minimum x 2	Minimum
Grover Heights	Minimum x 2	Minimum
Harloe	Minimum x 2	Minimum
Lange	Minimum x 2	Minimum
Nipomo	Minimum x 2	Minimum
Oceano	Minimum x 2	Minimum
Ocean View	Minimum x 2	Minimum
Shell Beach	Minimum x 2	Minimum
<u>MIDDLE SCHOOLS</u>		
Judkins	Minimum x 3	Minimum
Mesa	Minimum x 3	Minimum
Paulding	Minimum x 3	Minimum
<u>HIGH SCHOOLS</u>		
Arroyo Grande	Minimum x 3	Minimum x 2
Nipomo	Minimum x 3	Minimum x 2
Lopez	N/A	Minimum
<u>SPECIAL</u>		
Gymnastic	Minimum x 4	
Locker Rooms	Minimum x 4	
Forum Rooms	Minimum x 3	
Library Rooms	Minimum x 3	
<u>DISTRICT OFFICE</u>		
	Minimum x 3	

NEGOTIATED RATES

In the event that a large block of classrooms (including restroom facilities) is being requested for an extended period of time, a reduced rate may be negotiated – subject to the Superintendent’s/designee’s approval. “Large blocks” constitute no less than eight (8) classrooms, plus two (2) restrooms, and parking lot use, for no less than five (5) days, at a minimum three (3) hours per day for the block.

RULES AND REGULATIONS GOVERNING THE USE OF BUILDINGS AND GROUNDS FOR NON-SCHOOL PURPOSES

1. Completed forms shall be returned to the school principal's office or the LMUSD Facilities Office; a copy 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. School equipment and facilities are not available to individuals for personal use. No concessions will be allowed, except as authorized in the agreement approving the activity and the use of facilities. Smoking, alcohol, and drugs will not be permitted. The applicant is responsible for carrying this out.
3. School premises will not be available on such occasions or during such hours as to interfere with the regular functions of the school. There are occasions when a facility will be needed by the school district. Scheduled events that interfere with school affairs are subject to cancellation.
4. 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.
5. 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.
6. 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.
7. All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization or see that the unauthorized portions of the building are not molested and that the premises are vacated as scheduled. All properties not belonging to the schools must be moved after the performance or on the next day at the latest, upon approval.
8. The applicant will be responsible for contacting the site principal for information concerning the equipment needed, the opening of the building, etc., at least one day before the use of any school facilities. No equipment shall be moved except with permission of the site principal. Moving equipment, adjusting scenery, creating lighting effects and operating other equipment must be handled by the custodian in charge. The use of decorations must be discussed with and approved by the site principal.
9. 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 District property is damaged or not clean and orderly, the user may be charged for the damages plus a \$100 administrative fee. The Superintendent or designee is authorized to cancel an activity should he/she determine that the applicant's use will damage district facilities beyond normal wear and tear.
10. 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.

STATEMENT OF INFORMATION

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. No concessions will be allowed, except as authorized in the agreement approving the activity and the use of facilities. Smoking, alcohol, and drugs will not be permitted. The applicant is responsible for adhering to all rules/regulations governing the use of buildings and/or grounds for non-school purposes.

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.

HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE

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: _____