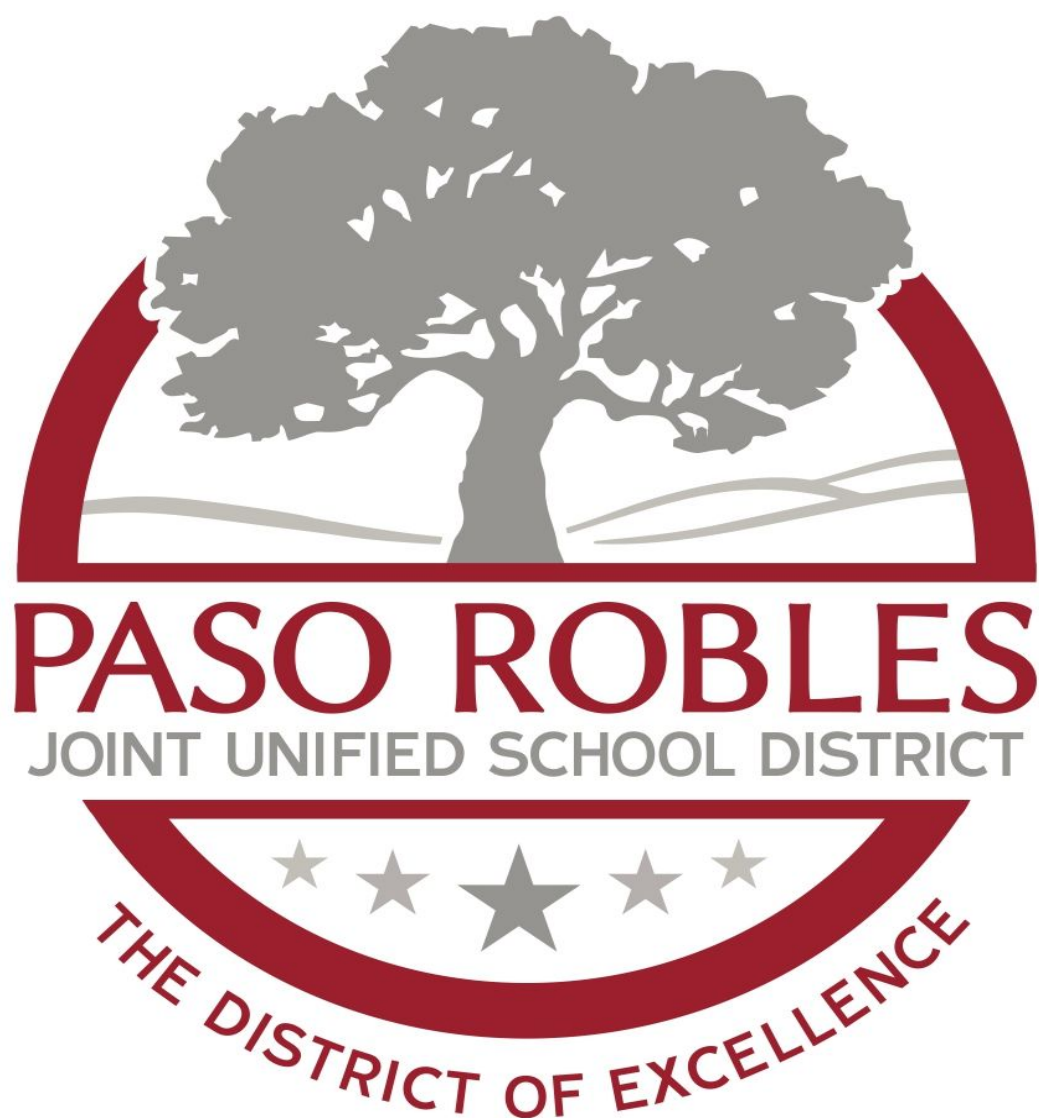


Use of Facilities Handbook and Schedule of Fees



Support Services

Paso Robles Joint Unified School District
Maintenance and Operations Department

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Use of School Facilities

California law encourages the governing board of a school district to make available school buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest. All use of District facilities is governed by PRJUSD Board Policy 1330 and AR 1330. The general rules and guidelines are defined in the California Education Code under Sections 38130 through 38138, and are cited as the "Civic Center Act".

The purpose of Education Code §10900 is:

1. To promote and preserve the health and general welfare of the people of the state and to cultivate the development of good citizenship by provision for adequate programs of community recreation.
2. To authorize public corporations or districts having powers to provide recreation, cities and counties, and school districts to organize, promote, and conduct programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the state.

It is the intent of this Use of Facilities Handbook and Schedule of Fees ("Handbook") to provide potential users of District facilities with information regarding the application process, fee structures, insurance requirements, etc., governing the use of District facilities under the Civic Center Act and the Education Code § 10900. This document is a living document that will be updated as rules and regulations apply. The California "Civic Center Act," and District Board Policy provide for Civic Center use of public school facilities and grounds and defines which groups are entitled to use District facilities and under what conditions. Civic Center usage of facilities and grounds must be consistent with school purposes and not interfere with the regular conduct of school activities. The District's Maintenance and Operations Department manages and controls the Civic Center use of school facilities and school grounds. Contact the Maintenance and Operations Department for more information.

Civic Center Use

Subject to District policies and regulations, school facilities and grounds may be made available to citizens and community groups as a civic center for the following purpose (Education Codes § 38131, § 38132).

1. Public, literary, scientific, recreational, educational or public agency meetings.
2. The discussion of matters of general or public interest.
3. The conduct of religious services for temporary periods, on a one-time basis or renewal basis, by any church or religious organization.
4. Child care programs to provide supervision and activities for children of preschool and elementary school age.

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
7. A community youth center.
8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare.
9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans organization.
10. Other purposes deemed appropriate by the governing board.

Groups or persons using school facilities under the provisions of this policy shall be liable for any property damage caused by the activity. The District shall charge the amount necessary to repair the damage and may deny the group further use of the school facilities. (Education Code §38134)

User Classification

The priorities for use of facilities will be determined by the District for any Use of Facilities requests other than District instruction and related activities based on the following classifications. Additional fees beyond use fees may be required for all users. (See “Schedule of Fees”). The District has the right and obligation to seek the best value in exchange for use of District property and assets so as to avoid the possibility of an unauthorized gift of public funds.

USER GROUPS

- Group One: PRJUSD Programs
- Group Two: School-Related Organizations
- Group Three: Non-Profit Organizations
- Group Four: For Profit Users

Group One: PRJUSD Programs

All PRJUSD Program users in Group One are required to pay zero use fees plus a proportionate share of operational direct costs pursuant to 5 CCR 14037. Other fees may be imposed in accordance with the Schedule of Fees. The District may, in its discretion waive fees for District programs. Such waivers shall be granted on a reasonable and non-discriminatory basis. All events must be pre approved by the District administration and follow all ASB and Board policies.

Group Two: School Connected Organizations

All School connected organizations are required to pay zero use fees plus a proportionate share of operational direct costs. Other fees may be imposed in accordance with the Schedule of Fees. The District may, in its discretion waive any fees for school-connected organizations. Such waivers shall be granted on a reasonable and non-discriminatory basis. All groups must be District approved and must submit an application to use public school facilities digitally.

Please see page 8 for application instructions.

School connected organization requirements are as follows:

- Use must be directly beneficial to youth or, public school activities of the District.
- Whether or not the activity is of primary benefit to District pupils or school activities will be determined at the sole discretion of the District.
- Submission for District approval annually.
- Submission of audit upon District request.
- At least 80 percent of the enrollment must be District pupils.
- All coaches must be cleared utilizing District standards.
- All coaches must attend one coaching meeting with PRJUSD Athletic personnel prior to each season.
- All groups must submit Parent Organizations/Booster Club Application (<https://www.pasoschools.org/Page/1040>) to the Chief Business Officer at least three weeks in advance of a scheduled board meeting for board approval.

Group Three: Non-Profit Organizations

A non-profit organization is a business or organization granted tax-exempt status by the Internal Revenue Service (IRS). All non-profit organizations must show proof of 501(c)(3) status or tax exempt IRS forms. Non-profit organizations using school facilities or grounds for activities that are directly beneficial to youth or public school activities of the District will be charged as a Non-Profit as set forth in the Schedule of Fees.

Non-profit organizations using school facilities or grounds for fundraising activities that are not directly beneficial to youth or public school activities of the District, as determined in the District's sole discretion, shall be charged as a For Profit as set forth in the section below and in the Schedule of Fees.

Group Four: For Profit Organizations

Any organization or group not meeting the non-profit requirements above is considered a "For Profit" user. For profit organizations shall be charged a fee equal to fair rental value as set forth in the Schedule of Fees for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the District's students.

Schedule of Fees

FACILITY	<u>Group 1: PRJUSD PROGRAMS</u>	<u>Group 2: School Connected Organizations</u>	<u>Group 3: Non-Profit</u>	<u>Group 4: For Profit</u>
Classroom Fees	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$2.50/hr	\$3.01/hr
Library	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$1.67/hr	\$91.87/hr
Cafeteria/Multi-Purpose Room	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$23.91/hr	\$41.04/hr
Middle School Gymnasium Fees	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$2.25/hr	\$54.66/hr
High School Gymnasium Fees	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$11.11/hr	\$115.28/hr
High School Track and Athletic Field	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$261.88/hr	\$386.88/hr
Elementary Athletic Fields	\$0.00/hr+ Direct Costs	\$3.00/hr+ Direct Costs	\$26.97/hr	\$33.79/hr
Middle School Fields	\$0.00/hr+ Direct Costs	\$6.00/hr+ Direct Costs	\$41.25/hr	\$47.50/hr
HS Track and Athletic Field Light Usage	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$110.00/hr	\$110.00/hr
High School Baseball / Softball Fields	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$103.38/hr	\$215.88/hr
High School Baseball / Softball Light Usage	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$75.00 first 3 hours \$17.00 each additional hour	\$75.00 first 3 hours \$17.00 each additional hour
Liberty Softball Field	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$24.380/hr	\$50.75/hr
War Memorial	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs for fundraising events only	\$29.71/hr	\$129.71/hr
War Memorial Light Usage 2 Hour Minimum	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$110.00 first 2 hours \$33.00 each additional hour	\$110.00 first 2 hours \$33.00 each additional hour

High School Performing Arts Center	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$104.00/hr	\$229.00/hr
Restrooms	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$16.40/hr	\$37.23/hr
Snack Bar	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$15.85/hr	\$65.85/hr
DO Boardroom District Annex Meeting Rooms	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$18.63/hr	\$59.26/hr
Tennis Courts	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$12.63/hr	\$50.13/hr
Blacktop Playcourts	\$0.00/hr+ Direct Costs	\$0.00/hr+ Direct Costs	\$4.92/hr	\$22.42/hr

* Operational Direct Costs are calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by District employees and/or contracted workers, and salaries and benefits paid to District employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds. Additional charges will be assessed on an “as needed” basis determined by PRJUSD.

Organizations may be required to pay for additional support staff or services based upon the nature of the facilities use request.

Potential additional charges:

Custodian	\$45.00	Per hour, two-hour minimum per employee
Technician (IT)	\$50.00	Per hour, two-hour minimum per employee
Athletic/Stage Assistant	\$35.00	Per hour, two-hour minimum per employee

Snack Bar	\$35.00	Per hour, two-hour minimum
Marking Field (Labor)	\$40.00	Per hour
Marking Field Paint	\$65.00	Per 5 gallons
Chairs	\$35.00	Rack of 50 chairs

District Authorized Representative:

An Authorized Representative of the District may be present on District property whenever an authorized activity is taking place. The designated Authorized Representative shall ensure adherence to all rules, regulations and laws by the group using the school facilities. Any violations shall be reported to Use of Facility Coordinator at 805-769-1150. An Authorized Representative includes a custodian, other District staff or a District designated volunteer. The Authorized Representative shall remain in the building or facility during the entire event and will be responsible for unlocking, disarming and checking-in with the User at the beginning of the event, checking-out the User and locking the facility at the end of the event, as well as cleaning the utilized area.

Keys to the buildings or facilities will not be issued to any non-District individual or group. The need for an Authorized Representative for outside or field use events will be determined by the District.

In the event the activity requires additional personnel for the specific program, District-approved employees shall be given first opportunity to work. The rate of pay will follow the Schedule of Fees above. Payment directly to custodial employee(s) or Authorized Representative(s) is prohibited.

Personnel hours are an estimate. If hours exceed estimate, additional fees will be charged.

The District intends to update the Schedule of Fees periodically to reflect any increased personnel and utilities cost.

Temporary and Regular Weekly Users:

All non-school groups that request to use facilities (except playing fields) on a regular, weekly basis may be granted use for a temporary period. A “temporary period” is defined as a one year period beginning at the first date of use. The organization must demonstrate a current process of building a facility in order to be granted an extension of up to one year. Property rental agreements, purchase deed or similar documents may serve to demonstrate the process. The purpose of this restriction is to prevent the District facilities from becoming the de-facto meeting facility for a specific group and thus deny the facility to other groups.

Approval for regular, weekly users will be dependent upon commitment from an Authorized Representative or custodial staff prior to approval of a Use of Facility request. Such commitment will consist of a primary volunteer custodian of Authorized Representative for each requested date and a “back up” custodian Authorized Representative in the event of illness or injury to the primary custodian of Authorized Representative. The custodian or Authorized Representative must be assigned to the particular site where the use is to occur.

Insurance Requirements

With the exception of internal PRJUSD organizations, each applicant is required to carry a minimum of \$1,000,000 in general liability insurance, as well as the insurance coverage/limits below.

The PRJUSD must be named as Additional Insured on the form which must read as follows: “Additional Insured: Paso Robles Joint Unified School District.”

	PRJUSD
	Approved
	\$1,000,000
Each Occurrence	

Damage to Premises/Fire Damage	minimum \$100,000
Medical Expenses	Any coverage
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000

Use of Facilities Application Procedures

Any persons applying for the use of school property on behalf of any society, group, or organization must have authorization from the group to make the application.

Go to: **www.pasoschools.org**

- Click on:
- **Departments**
 - **Maintenance & Operations**
 - **Use of Facilities** (column on the left)
 - **Submit a UOF Application**
 - **Community Users** (click on the link)
 - **Log in to Request Facility Use** (top right corner)

It will bring you to a login page. Click on **Create One**

(Complete the contact information and create a password)

- Click **Save & Next**

It will bring you to a Request Organization page.

(Enter the organization name, type, and address)

- Click **Add Organization**
- Click **Save & Next** (at the bottom)

It will bring you to a confirmation page.

Please review your information and click **Submit Requests**

WHEN YOUR ORGANIZATION HAS BEEN APPROVED:

You will receive an email from SchoolDude Message Center. The email will notify you that your request of a new organization has been submitted.

If your organization is approved, you will receive a second email to notify you that your request to be a community user has been approved.

The email will include a link that will take you to the SchoolDude login page.

TO SUBMIT A FACILITY REQUEST:

(Follow the steps to access School Dude through the **www.pasoschools.org** website, or click on the link that sent to your email.)

Log in with the username and password that you created. (Top right corner - *very small*)

You will be directed to a calendar page.

Click on : **Request Facility Use** (top of page)

Click on: **Normal Schedule** or **Recurring Schedule** and complete your request.

Complete the required fields (Name, Description & Site).

Rooms/Buildings: (Click on the binoculars to the right). *This will take you to the rooms/fields to choose from.*

Choose your date(s) & time.

Click on: **Search**

You will be directed to a page that will show the room availability.

Click on: **Next**

Complete the required fields and click: **SAVE**

You will be directed to a confirmation page. Print this for your records.

TO REVIEW THE STATUS OF YOUR REQUESTS:

Log in to your SchoolDude account.

Click on **My Requests** to see the status of the requests that you have submitted.

APPROVAL PROCESS:

Your request will be routed to the school site for approval of the Site Secretary and Administrator.

If approved by the site, you will receive an email confirming site approval.

Once site approval has been confirmed, contact the Use of Facility Coordinator at Support Services at (805) 769-1150, ext. 32002 to set up an appointment. Use of Facility appointments can be made Monday through Friday, 9 a.m. until 12 noon.

Please bring the following items to your appointment:

1. Signed Addendum A (pg. 15)
2. Proof of liability insurance listing P. R. J. U. S. D. as Additional Insured
3. Non-profit certificate/501(c)(3) (if applicable)
4. Printed email confirmation of request
5. Payment/deposit (if applicable)
6. Authorization from group or organization for application for use of facilities (if required)

The District application form should be electronically completed indicating the date, time, purpose, and the nature of the event. The request must be submitted 15 days prior to the requested event date, but no sooner than 3 months before the requested date.

- Users must complete the Use of Facilities electronic application and submit their applications to District Site Administrator via School Dude.
 - (a) Non-profit organizations must provide their non-profit number on the Use of Facilities application.
 - (b) A complete schedule including dates and times of use must be completed in the application.

(c) Field users must include the number of fields to be used.

(d) Proof of insurance must be turned in at time of application submittal.

User's Checklist

- **PRIOR TO THE EVENT:** Applications will not be processed until required insurance documentation and proof of nonprofit status are received. All applications must be received no later than 15 days prior to the requested event. It is the Users responsibility to ensure that a completed application with the Site Administrator's pre-approval is received by the Use of Facility office. The User should follow up with the Use of Facilities office if they have not received an approved Use of Facilities permit within a 5 days of applying.
- **AT THE EVENT:** Use of Facilities permit must be present at all times during the event. All use of facilities requests are coordinated through the Use of Facility office. Sites will not allow use of their facilities without an APPROVED permit. Users are not authorized to use the facilities without an APPROVED permit.
- **INCOMPLETE APPLICATIONS:** The Use of Facility office cannot approve any applications that are incomplete or have not met the conditions outlined in the "Use of Facilities Application Procedures" section of this Handbook.
- **CANCELLATIONS:** The Use of Facility office office must be notified of cancellations one week prior to the event or any incurred fees will be forfeited.
- **CONCERNS:** Any concerns regarding usage and/or incidents that occur during an approved event are to be directed to the Use of Facility office. (805) 769-1150
- **EMPLOYEES:** Individuals not working in their capacity as a District employee who wish to use District facilities must request facilities through the regular Use of Facilities application process. The Schedule of Fees is applicable to the organization requesting the facility. Payment directly to employee(s) is prohibited.
- **FIELD USE:** Renters who use outside facilities shall have the option of using District restroom facilities if approved by the District, or renting port-a-potties.
 - (a) If use is for a period in excess of four hours, User will be required to pay for the use of District restroom facilities or rent port-a-potties.
 - (b) If choosing to use District restroom facilities, an Authorized Representative must be present during the entire event.
 - (c) If the User chooses to rent port-a-potties, the User assumes full responsibility for them.

- (d) User must show proof of rental for all porta-potties to the Use of Facility office at least one working day prior to the event.
- (e) The User must also inform the Use of Facility office of date of removal of port-a-potties.
- (f) The User must secure the port-a-potties to the greatest extent possible.
- **AVAILABILITY:** The use of school facilities shall be restricted to the times specified below. Special requests may be considered for facility use outside of these specified times.

(a) Grounds hours:	Weekdays	3:00 p.m. to Sunset
(b) Lighting hours:	Weekdays	Sunset to 9:30 p.m.
(c) Non business hours:	Sat/Sun/ Holidays	7:00am to 9:30 p.m.
- **ANNUAL RENEWAL:** Applications for organization approval are valid for a maximum period of one year, ending on the last day of the District's fiscal period, June 30th.

PRJUSD Athletic Field Inclement Weather Policy

- After periods of rain, district staff will inspect field conditions. Users whose use of facilities occur during normal business hours (Monday-Friday), will need to contact the Use of Facility office (805-769-1144) to determine if the field will be available for use.
- For any use of facilities that occur on weekends, all athletic fields will be understood to be closed if there has been rain in the 24 hours that precede the use of facility.

Behavior Expectations

Behavior expectations of individuals or Groups using District facilities are as follows:

1. No inappropriate language.
2. No abuse of officials, coaches or athletes.
3. No driving on school grounds other than in areas designated for vehicles.
4. No defacing or alteration of District equipment or facilities.
5. No sunflower seeds, sport drinks, or gum on artificial turf fields or track surfaces.
6. No use, possession or sale of tobacco, alcohol or drugs.
7. Outside organizations will only use fields that are assigned to them.
8. No unsportsmanlike conduct.
9. There must be a recognized coach or adult representative of the organization in attendance at the event or practice.

10. No events may start before 7:00 a.m. or last past 9:30 p.m. unless authorized by Use of Facility Coordinator. No drones or remote controlled devices are allowed without District approval.
11. Spectators and players shall respect the privacy and property of the homeowners around the facilities including parking, fences, proper use of the restroom facilities, trash, and observance of traffic laws.
12. Outside organizations may only use school names, colors, or mascots when representing their organization with approval from PRJUSD.
13. Outside organizations will make the safety of the students using District facilities their number one priority. Outside organizations must monitor such things as air quality, heat index, limiting practice time, training of coaches, concussion training, etc.
14. All organizations must maintain a ratio of at least one (1) adult supervisor for every thirty (30) students.
15. Failure to follow reasonable expectations will result in a denial of the use of PRJUSD facilities.
16. A Use of Facilities permit does not authorize the use of certain District, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the User with the school administrator. User will be liable for any damage or loss of equipment during facilities usage.
17. No structures may be erected on Artificial Turf Fields or Track Surface, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon, unless special approval has been obtained from the Use of Facility office. No items that would perforate the artificial turf field, such as goal post set, may be used.
18. Any group using an auditorium or stage shall not disturb, move or change any existing equipment except with the permission of the Use of Facility office, and under the supervision of the site employee who is in charge of the facility. Any stage props used must be completely fireproofed. The District may request the fire department to verify certification of fireproofing.
19. No modifications to site parking provisions will be allowed including signage. All vehicles will be operated on paved driveways and parking lots.
20. Violations of behavior expectations and rules, District policy and/or procedure will result in the immediate revocation of the Use of Facilities permit and removal of the group from District property.
21. Food or drinks are prohibited inside the PRJUSD High School Performing Arts Center theater.
22. No candles, incense, open flames, weapons, or cooking outside of the kitchen are allowed on PRJUSD properties.
23. No signs are to be posted on any District buildings, property, or equipment.
24. Animals of all types and kinds, whether or not people are controlling them or have custody of them, are prohibited on all District facilities except properly licensed service dogs accompanying a disabled participant.
25. No fog/smoke machines are allowed.

Applications may be denied if past history of use by an organization has resulted in:

- | | |
|---------------------------------|------------------------|
| 1. Violation of Board Policy | 4. Lack of supervision |
| 2. Inconvenience for school use | 5. Adverse behavior |
| 3. Damage to property | 6. Non-payment of fees |

It is the express intention of the District that these Behavior Expectations and this Handbook meets the requirements of the City Fire Codes.

Paso Robles Joint Unified School District

Addendum A

- ☐ PRJUSD Programs
- ☐ School Connected Organization
- ☐ Non Profit
- ☐ For Profit

Use of Facilities, Indemnity, and Insurance **Agreement** **(Education Code section 38131 et. seq.)**

This Use of Facilities Agreement ("Agreement") is entered into by **Paso Robles Joint Unified School District** ("District") and _____ ("User"). The User has requested, and the District has approved, the User's use of _____, parking facilities (if applicable) ("Facilities"), for the purpose(s) of _____, a use and relationship authorized under Education Code 38131 et seq. Neither the User, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from _____ to _____, unless otherwise terminated or extended by written approval of the District.

Use of the Facilities shall occur only on those dates and times set forth in a completed application for the use of District Facilities. Such use shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property, including the Facilities covered by this Agreement.

User's right to use the Facilities could be subject to a use fee, as set forth in the Schedule of Fees adopted by the District's Board of Education.

At all times, the User, and its guests and invitees at the Facilities, shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to the User prior to the execution of this Agreement. The User and its guests and invitees shall also (a) comply with all applicable federal, state or local laws or regulations, (b) respect the District's employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The User is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

User shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User's intended use of the Facilities. User shall ensure that the District's property is not altered, modified or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately

terminate this Agreement.

By execution of this Agreement, the User agrees to uphold the constitutions of the United States and the State of California and does not intend to use District property to commit unlawful acts.

The User waives any claim against the District for damage relating to its use of the Facilities, including, but not limited to, theft or destruction of the User's property.

The User agrees to be solely responsible for any and all liability, claims, loss, demands, damage, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of District's Facilities. The User agrees to defend, indemnify and hold harmless District, its officers, agents, employees, and causes of action, suits and expenses, whether or not any such claim or action is alleged to have been caused in part by District as a party indemnified.

The parties understand and agreed that certain rights and obligations are governed by Education Code Section 38134(h), which states:

A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code for an injury caused by a dangerous condition of public property.

This Agreement may be terminated by the District due to the User's discontinuance of the activities contemplated by this Agreement, User's violation of any rules or regulations governing use of the Facilities; damage to District facilities or grounds caused by User; the District's need to carry out its required or offered educational or recreational activities, modification or repair to the Facilities, or due to circumstances affecting the safety or health of anticipated users of the Facilities. Notice of the termination of this Agreement is effective on five (5) days written notice, absent circumstances requiring termination on a more expedited basis for health, safety issues, or due to User's violation of rules and regulations governing use of the Facilities or damage to the Facilities caused by User. If the District terminates the Agreement for reasons other than violation of rules and regulations governing use of the Facilities or damage to the Facilities caused by User, the District shall refund the User fees paid for the use that has not yet occurred.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering the Agreement, as a whole, valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this Agreement are controlled by California law.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this Agreement cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement.

Paso Robles Joint Unified School District:

User:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

STATEMENT OF INFORMATION

(Education Code section 38136)

The undersigned states that, to the best of his or 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 or she is making application for 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.