



APPLICATION FOR USE OF FACILITIES

CONTACT INFORMATION:

Organization's Name _____
Non-Profit Organization? Yes _____ No _____
(If yes, attach proof of non-profit status)
Applicant's Name _____

Mailing Address: _____
Email _____
Phone _____ FAX _____

FACILITY INFORMATION

School Requested _____
Dates Requested: (List individually)
Days of Week _____ Mo/Day/Year _____

Facility Needed _____
(Auditorium, Gym, Classroom, etc.)
Time AM/PM: (Facility opening, closing) _____

EVENT INFORMATION:

Purpose of Event _____
Number of Participants _____ Spectators _____

Fee Charged or Donation Accepted? Yes _____ No _____
Event (will) (will not) be open to the general public.

Equipment Requests: (Subject to availability)

Special Needs:

CUSTODIAL SUPPORT REQUESTED:

Hours/Date(s) Needed _____
Custodial Support Funded By _____

*Your costs will continue to increase until your group leaves the premises!
(When no custodial staff is on site and for weekend use, there is a 3-hour minimum – approximate cost of \$105.00)*

We hereby certify that we shall be responsible on behalf of our organization for any damage sustained by the school premises, furniture or equipment because of the occupancy of said premises by our organization, and we have signed and attached the appropriate Hold Harmless Agreement applicable to our user status. **We agree to pay a non-refundable \$50.00 procession fee (Category II and III only).** We, the organization, have read and agree to abide by and to enforce the rules, regulations and policies of the Burbank Board of Education governing the use of school facilities as printed on the reverse side hereof.

Applicant's Signature _____
Title _____
(See Regulation 13 on reverse)

Date _____
Phone _____

Copy of Current and In Force Certificate of Insurance MUST be in Applicant's and/or Organization's Name and MUST be attached to this application. Liability Insurance Carrier _____

BURBANK UNIFIED SCHOOL DISTRICT USE ONLY:

Site Recommendation:
Yes ___ No ___ _____
Principal

Date _____

Approved: _____
Director of Facilities

Date _____

White – District Service Center Copy Yellow – School Copy Pink – Applicant's Copy

REPORT OF USE (Concerns, Violations, Damages, Etc.): _____
(To be completed by the custodian working the use)

**RULES, REGULATIONS AND POLICIES OF THE BURBANK BOARD OF EDUCATION
REGARDING USE OF SCHOOL FACILITIES
(Per Board Policy 1330)**

1. All applications for the use of school facilities shall be referred to the Director of Facilities. These applications should be filed at least two weeks in advance of the time the use is desired.
2. Any request for the use of facilities by an organization or a group, shall be presented in writing on a form approved by the Board of Education and signed by the President or Secretary of the organization, or by the individual assuming responsibility for use of the facility. "Use of Facilities Request" forms may be obtained at Facilities Services, the school offices of the Burbank Unified School District or online at www.burbankusd.org. All copies of the application shall be completed and returned to Facilities Services; the original to be filed at Facilities Services, second copy to requesting, and third copy to the school.
3. Rental charges shall be made for all activities which do not qualify for free Civic Center use under the provisions of the Civic Center Act. A copy of the Fee Schedule adopted by the Board of Education can be obtained from Facilities Services.
4. School premises shall not be available on school days between the hours of 8 a.m. and 5 p.m. except by special permission of the Director of Facilities, nor shall school premises be available on such occasions or during such hours as have been scheduled in advance by the various school principals for school exercises or functions or in connection with regular school work.
5. Whenever the use of school premises without a rental fee is permitted, it is understood that there will be no admission fee charged, no soliciting of funds, no free will offering, nor sale of literature by the organization using the school facilities.
6. There shall be no smoking in or about school buildings and premises, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, fighting or gambling be permitted. Violation of this rule by an organization during occupancy shall be sufficient cause for revoking the organization's facility use permit and denying further use of school premises to the organization.
7. Nothing shall be offered for sale at meetings without special permission from the Director of Facilities.
8. The use of school premises shall not be granted when in the opinion of the Director of Facilities, there is a possibility of damage or injury to school property. In case loss or damage does occur, the person or group signing the request for use of premises shall be fully responsible and liable and shall assume such liability before being granted the use of school premises.
9. Any permit may be revoked by the Director of Facilities for any organization that fails to use the facility as scheduled for three consecutive times.
10. There shall always be a school custodian on duty when school facilities are being used by outside groups. It is further understood that all additional personnel furnished by the Board of Education become a part of the rental agreement. It shall be the duty of the custodian to see that these rules and regulations are enforced and to report any violations or attempted violations to the Director of Facilities. Whenever the Director of Facilities feels that these rules and regulations have been violated, he shall revoke such permit or permits to use as have been given to the organization in question and shall refuse to give further permits to them.
11. Persons or organizations using school premises including a stage or stage equipment shall not be permitted to remove or displace furniture or apparatus including lights, curtains, ceiling balances, the counter weights systems or the switchboard except under the supervision of the school employee in charge. Where a stage is to be used, full details of equipment and personnel needed must be furnished in advance.
12. All rental fees or service charges are payable in advance. Opening of the buildings for use shall be dependent upon the showing of an approved copy of the "Use of Facilities Request" to the custodian in charge. Users of outside facilities must have in their possession an approved copy of the request.
13. Any individual, group or organization qualified for free Civic Center use of school property shall assume the risks and bear all costs specified in the Civic Center Act and Board Policy. The Hold Harmless Agreement for Activities Qualifying for Free Civic Center Use Under Subdivision (a) of Education Code Section 40043 form approved by the Board of Education, shall be submitted with and become a part of the Use of Facilities Request. All other individuals, groups or organizations using school property shall hold the Burbank Unified School District, its governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school property. A Hold Harmless Agreement for Activities Qualifying for Civic Rental Costs or Commercial Rentals form approved by the Board of Education shall be submitted with and become a part of the Request for Use of School Facilities. Organizations requesting permits for use of athletic facilities or other facilities as may be deemed appropriate shall provide evidence of suitable liability insurance coverage and shall provide a certificate of insurance showing the District as an additional named insured prior to the use of the facility.
14. The School District shall assume no responsibility for mail of a non-school group and shall not permit the use of the school telephones or school mail by any such group or representative thereof.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities of the Burbank Unified School District (BUSD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the BUSD, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities. It is further warranted that such entry into the BUSD for observation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Burbank Unified School District, its Board of Education, officers, employees, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and premises [including travel to and from said facilities and premises] and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, employees, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- (1) the loss of or damage to any of the District's facilities or premises including any building, structure, or improvement thereon, or any equipment to be used therein;
- (2) the injury to or death of any person including, but not limited to, the officers, members, employees, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
- (3) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities.

Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities, access to said facilities and premises, and/or active or passive negligence of the Applicant or of the District, its Board of Education, officers, members, representatives, agents, guests, invitees, and/or employees.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Date:

Signature of Applicant

Print Name



BURBANK UNIFIED SCHOOL DISTRICT SCHOOLS ARE:

- **Alcohol Free**
- **Tobacco Free**
- **Drug Free**

We ask that all individuals and groups who use our facilities (buildings and grounds areas) support our effort to keep drugs, alcohol and tobacco out of the Burbank Schools.

Signed: _____

Organization: _____