

Trinity Alps Unified School District FACILITY USE – Application & Permit

1. Name of Applicant: _____
(Organization, Group, Individual)
2. Address of Applicant: _____
3. Representative: _____
4. Facilities Requested: Location/Address/Building/Room/Grounds _____
5. Equipment Needed: _____

Dates of Use	Days of Use	Hours of Use	Persons in Charge	Description of Activity	Estimated Attendance

DECLARATION OF APPLICANT:

1. Nature or type of intended use: _____
2. Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations, or other receipts estimated in amount of \$ _____. If no receipts anticipated for these activities check here. ()
3. Receipts set forth in item 2 above will be used for: _____
4. I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant for any damages sustained by the school building, furniture, equipment, or grounds occurring through the occupancy or use of said building and or grounds by the applicant, normal wear and tear excepted.
5. I hereby certify that I have received and read the rules, regulations, conditions, terms and that I and the applicant which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the Board of Education and its authorized agents which may be communicated to the applicant and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.
6. It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities. Facilities must be under supervision of a responsible predestinated adult. Use of tobacco products and the use and or possession of alcoholic beverages are prohibited
7. In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.
8. The using group agrees to assume financial responsibility for all additional services required as a result of the facilities usage.

HOLD HARMLESS & INDEMNIFICATION AGREEMENT:

THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ALL COSTS, LOSSES, CLAIMS, ACTIONS, AND JUDGMENTS ARISING FROM PERSONAL INJURIES, PROPERTY DAMAGE OR OTHERWISE, REGARDLESS OF CAUSE, THAT MAY ARISE IN ANYWAY FROM OR BE ALLEGED TO BE CAUSED BY THE UNDERSIGNED'S USE OR OCCUPANCY OF DISTRICT FACILITIES, FURNITURE OR EQUIPMENT. THE UNDERSIGNED FURTHER AGREES TO PROVIDE A SATISFACTORY CERTIFICATE OF INSURANCE FOR LIABILITY COVERAGES.

INSURANCE REQUIRED OF APPLICANT:

1. **Commercial General Liability** on an occurrence form with a minimum limit of **\$1,000,000 each occurrence/ \$2,000,000 general aggregate** from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.
2. **Additional Insured Provision:** The District its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement attached to the Certificate of Insurance evidencing the additional insured coverage is required.
3. **Primary Insurance:** Applicants insurance shall be **primary insurance** as respects to The District it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by The District its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Signature of Applicant /Representative: _____ Date _____

Applicant Address: _____ Telephone (____) _____

District Representative Approval: _____ Date _____

Site Principal: _____ Athletic Director/Kitchen Manager, if applicable: _____

**Trinity Alps Unified School District
FACILITY USE – Application & Permit**

Charges:

Facility Cost Per Day: _____

Sub Total: _____

Labor Cost Per Hour: _____ (One Custodian)

Estimated Labor Cost: _____

Sub Total: _____

Total: _____

***School functions/events takes priority. Trinity Alps Unified School District reserves the right to cancel any request at any time. The district will make its best efforts to accommodate the local community.**

Trinity Alps Unified School District
CERTIFICATE SPECIFICATIONS FOR FACILITY USER

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING EVIDENCE OF INSURANCE TO:

The Trinity Alps Unified School District hereinafter referred to as the District
Date: _____
Insured (User of Facility/Applicant): _____
Regarding Name/Location of Facility & Date(s) of Use: _____

4. **In order to reduce problems and time delays in providing evidence of insurance to the District you are requested to give your insurance agent or broker a copy of these instructions along with the Use of Facility – Application & Permit.**
5. **Certificate of insurance should reflect **Commercial General Liability** on an occurrence form with a minimum limit of \$1,000,000 each occurrence/ \$2,000,000 general aggregate from an insurer with a financial rating of A7 or better. Liability deductible not to exceed \$2,500.**
6. **Additional Insured Provision:** The District, its elected or appointed officials, employees, agents and volunteers shall be named as additional insured under the general liability policy, by endorsement to the Certificate. A separate endorsement should be attached to the Certificate of Insurance evidencing the additional insured coverage.
7. **Primary Insurance: Applicants** insurance shall be **primary insurance** as respects to the District it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its elected or appointed officials, employees, agents and volunteers shall be excess of the **facility users** insurance and shall not contribute with it. Endorsement/Policy wording attachment to certificate required.
8. **Sample certificate follows.**
9. **Completed certificates and endorsements must be received 12 days prior to the use date.**

Direct completed certificate and endorsements to:

*Trinity Alps Unified School District, Attn: Ryan Miller
P.O. Box 1227
321 Victory Lane,
Weaverville, CA 96093
530-623-6104x256 530-623-3418 Fax*

ACORD. CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER INSURED Name of Applicant Address City CA 96001	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Name of Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	POLICY 111111	01/01/06	01/01/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
					MED EXP (Any one person)	\$ 5,000		
					PERSONAL & ADV INJURY	\$ 1,000,000		
					GENERAL AGGREGATE	\$ 2,000,000		
					PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	GENL AGGREGATE LIMIT APPLIES PER:							
					POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AEG \$			
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUT-ORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Use of _____ (name/location) facility on _____. **The Name of NCSIG Member,** its elected or appointed officials, employees, agents and volunteers are included as additional insureds per attached endorsement. Primary wording applies per attached copy of coverage form (CG001 10/01).

CERTIFICATE HOLDER

Name of NCSIG Member
 Attn:
 Mailing Address
 City CA 96001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE _____

COMMERCIAL LIABILITY
CGL - ENDORSEMENTS

INSURED : Name of Applicant
POLICY NUMBER :
INSURANCE COMPANY : COMMERCIAL GENERAL LIABILITY

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following :

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1) Designation Of Premises (Part Leased To You) :

Name/location of Facility & date(s) of use

2) Name Of Person Or Organization (Additional Insured) :

Name of NCSIG Member, its elected or appointed officials, employees, agents, and volunteers.

3) Additional Premium

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the schedule and subject to the following additional exclusions :

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.

NOTE

b. If a claim is made or lawsuit brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

Facility Use Fee Schedule

Direct Costs

Cafeteria W/O Kitchen	\$15.30 per day minimum
Cafeteria W/ Kitchen	\$20.40 per day minimum
Classroom	\$10.20 per day minimum
Gymnasium	\$21.00 per day minimum
Gymnasium W/ Showers	\$26.00 per day minimum
Library	\$10.20 per day minimum
Restrooms	\$5.00 per day minimum, cleaning

costs are in addition to.

Labor Rate (2 hour minimum)

\$30.06 per hour minimum - \$42.44 per hour time and one half.

Rates can vary depending on personnel and time scheduled

Fair Rental Value

Cafeteria W/O Kitchen	\$120.00 per day minimum
Cafeteria W/ Kitchen	\$175.00 per day minimum
Classroom	\$25 per day minimum
Gymnasium	\$200.00 per day minimum
Gymnasium W/ Showers	\$250.00 per day minimum
Library	\$75.00 per day minimum
Restrooms	\$20.00 per day minimum

Labor, if needed, to be determined on an individual basis