



FACILITY USE AGREEMENT

2021/2022

Attn: Facilities, Maintenance & Operations
3222 Winona Way, Suite 201
North Highlands, CA 95660
(916) 566-1600 x36218

Organization: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Attached is a copy of the Twin Rivers Unified School District Facilities Use Board Policy and Fee Schedule effective July 1, 2019.

In addition to the policies outlined in the attached, please be advised of the following:

- Under no circumstances are vehicles to be driven or parked on the fields, grass areas, or any areas blocked off with barricades.
- Keys are not to be issued to outside organizations. Access to facilities is to be provided by the District.
- Youth must be supervised at all times and are not be in facilities without adequate adult supervision.
- Storage of equipment is not permitted. All equipment must be removed at the end of each event.
- Custodial hours assigned after the event will be charged based on the Custodial Cleaning Time Frames (attached).
- Applicant/Representative/Facility User (the "FACILITY USER") acknowledges, complete, and signed the Coronavirus Addendum and Safety Guidelines.

A copy of this agreement must be signed by all persons approved to submit facility use requests prior to permits being issued. If an organization has more than one person authorized to submit facility use requests, please have each authorized person request their own log-in for the same organization. Once a signed copy is on file with the Facilities Office you may submit, via SchoolDude, your facility use requests.

Each facility use request submitted through SchoolDude is automatically routed to the site for availability verification and approval, then routed to the Facilities Department to verify insurance, non-profit status, assess facility rental and custodial fees and provide final District approval. Upon final approval by the District, you will receive (via email) a copy of the permit and invoice. If you do not receive a copy of your permit at least 7 days prior to the event, please contact the Facilities Office at (916) 566-1600 x36218.

I have read, understand and agree to the terms and conditions of the Twin Rivers Unified School District Facilities Use Board Policy and Procedures and accept responsibility for facility requests submitted using my log-in information.

Contact Name _____ Phone _____

Signature _____ Date _____

For office use:
Insurance Expiration Date _____ 501c3 status _____ Account status _____

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM**

Date of Application: _____
Requested Facility: _____
Date/Time: _____

In addition to the attached Application and Agreement for the Use of Facilities, Applicant/Facility User agrees to this Coronavirus Addendum which is hereby incorporated into the Application and Agreement.

1. Applicant/Representative/Facility User (the "FACILITY USER") acknowledges that the County of Sacramento, acting through its Health Officer, has imposed health protocols on all individuals, business, and organizations, including FACILITY USER, due to COVID-19, the 2019 Novel Coronavirus (the "Coronavirus").

2. FACILITY USER has read and agrees to strictly, and without exception, follow all the guidelines related to Coronavirus ("Guidelines," as set forth in more detail at the links below), as may be amended, updated or superseded from time to time. The Guidelines to strictly follow are located at various sites, including, but not limited to:
 - a. <https://covid19.ca.gov/>
 - b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>

- 2.1 FACILITY USER acknowledges that the Guidelines contemplate and/or impose certain requirements for facility readiness, including deep cleaning of facilities to prevent the spread of the Coronavirus, and FACILITY USER hereby agrees that such deep cleaning/sanitation and other facility readiness requirements will be performed by or at the direction of the District before and after FACILITY USER's use, in order to ensure that the standards for cleanliness and readiness are met in accordance with the Guidelines. Although such deep cleaning/sanitation may be performed by or at the direction of District, FACILITY USER will bear the cost of such additional cleaning, readiness and/or sanitation as it relates to FACILITY USER's use of the Facility, including, without limitation, the cost of labor and supplies necessary to perform such cleaning/sanitation, if requested by District. Such costs will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District's governing board for the current term.

- 2.2 FACILITY USER further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and impose certain requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces, equipment and facilities during FACILITY USER's use of District's facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of FACILITY USER's program and activities to prevent the spread of the Coronavirus. FACILITY USER agrees that FACILITY USER, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with the Guidelines by FACILITY USER and FACILITY USER's employees, volunteers, participants, partners, officers, members, contractors, customers, guests, invitees, staff, spectators, and all other related persons, agents, and entities ("Facility User Parties").

- 2.3 FACILITY USER shall have protocols in place and shall take all precautions necessary to ensure FACILITY USER and its Facility User Parties do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. FACILITY USER understands and agrees that FACILITY USER will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.
3. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
 4. The FACILITY USER shall stop the event immediately and send any invitee/participant away if FACILITY USER observes any instance of non-compliance with the Guidelines.
 5. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or the Facility User Parties are not in full compliance with the Guidelines and/or pursuant to orders or directives of the County of Sacramento or other governmental agency. If the District terminates the FACILITY USER's use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees for use to date and will not be entitled to recover any consequential damages arising from such termination. Failure of the District to terminate FACILITY USER's use of the District facility shall not relieve FACILITY USER from any responsibility or liability for its own failure to comply with its requirements set forth above.
 6. The District makes no representation regarding the condition of the facility to be used by FACILITY USER. FACILITY USER acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to FACILITY USER on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for FACILITY USER's particular use or purposes.
 7. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. FACILITY USER agrees that District cannot ensure the safety of FACILITY USER or its Facility User Parties from risks of the Coronavirus or other related or similar pandemics. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from FACILITY USER's and its Facility User Parties' use and occupancy of the District facility, including risks related to the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from the Facility User Parties' use and occupancy of the District facility.
 8. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Twin Rivers Unified School District, its affiliated campuses, Governing Board, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District Parties"), from and against all claims and causes of

action, for any injury or harm of any kind which may arise from or out of the Facility User Parties' use and occupancy of the District facility, including any and all risks related to the Coronavirus. This release is intended to discharge the District from any and all liability arising out of or connected in any way with the Facility User Parties' use and occupancy of the District facility, even if such liability may occur or arise out of any actual or alleged negligence or carelessness on the part of the District. FACILITY USER understands that by signing this Addendum, FACILITY USER is releasing claims and giving up substantial rights, including the right to sue, and acknowledges that it is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND/OR MY ORGANIZATION, FACILITY USER AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT PARTIES FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT'S OR ANY OTHER PERSON'S OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

10. Severability. In the event any provision or part of this Addendum is found to be invalid or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in anyway and shall continue on with full force and effect.

Addendum acknowledgment: I acknowledge that I have read this Addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus Guidelines and health protocols during the use of the District facility.

Name of FACILITY USER's Organization: _____

Name of Representative/Agent (please print): _____

Signature of Representative: _____

Address: _____

Work Phone: _____ Other Phone: _____



GENERAL SERVICES - FACILITIES
Facility Use Requests – Insurance Requirements

User shall provide a certificate of insurance at least fourteen (14) calendar days prior to the requested use; if not received, the event will be cancelled. The Certificate of Insurance must include:

1. A Comprehensive or Commercial General Liability Insurance. The limits of liability shall not be less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of:

\$1,000,000 per occurrence

2. Additional Insured Endorsement must reflect that the policy extends coverage specifically to:

Twin Rivers Unified School District, its officers, agents and employees, 3222 Winona Way, Suite 201, North Highlands, CA 95660 for [EVENT] on [EVENT DATE].

3. Waiver of subrogation endorsement

All users also agree that in making an application for use of facilities, all users agree to defend, indemnify and hold harmless the District, its officers, employees and agents from any and all injuries, losses or damages, including damage to District property, which may result or arise in any way out of their use of the facilities, negligence of the user group, its officers, employees, invitees or agents.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

5/1/2010

DATE (MM/DD/YYYY)
10/8/2009

PRODUCER Lockton Insurance Brokers, LLC
CA License #OF15767
Two Embarcadero, Suite 1700
San Francisco 94111
(415) 568-4000

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.

INSURED Insured's Name
and
Address

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Lexington Insurance Company	19437
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES NAVIG01 DC


THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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	INSRD	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 <input checked="" type="checkbox"/> EBL/S2K Claims Made GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CGO G23741970	5/1/2009	5/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
		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	NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	65463147	5/1/2009	5/1/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NOT APPLICABLE			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
		OTHER				

Certificate
Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named as additional insured as respects to their interest in Annual Beautification Project-community service project to clean up schools and surrounding neighborhoods at Martin Luther King Jr. Technology Academy, 3051 Fairfield St., Sacramento CA 95815, and North Avenue Elementary 1281 N. Avenue Sacramento, CA 95838, Fairbanks Elementary 227 Fairbanks Ave Sacramento, CA 95838, and Noralto Elementary 477 Las Palmas Ave Sacramento, CA 95815 on October 17, 2009 and the use of Grant High School showers on October 17, 2009 and the use of the Martin Luther King Gym/Kitchen October 16 to 18, 2009 for liability arising out of the operations of the insured. The insurance provided under this policy shall be primary and non-contributory, but only as respects to negligence by Shoulder To Shoulder in its operations and use of the Additional Insured's facilities for the specified period and activity noted above. Waiver of subrogation applies.

CERTIFICATE HOLDER	CANCELLATION [M453581] [M453582]
10653377 Twin Rivers Unified School District General Services - Facilities 3222 Winona Way, Suite 201 North Highlands, CA 95660	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

POLICY NUMBER:

CGO G23741970

COMMERCIAL
GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: Twin Rivers Unified School District

General Services - Facilities

COMMERCIAL GENERAL LIABILITY COVERAGE PART

3222 Winona Way, Suite 201

North Highlands, CA 95660

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

© ISO Properties, Inc., 2004

Endorsement Sample

POLICY NO. CGO G23741970

COMMERCIAL GENERAL
LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

© Insurance Services Office, Inc., 1992

Waiver Sample

Twin Rivers Unified School District
Use of School District Facilities - Rental Fee Schedule 2021/2022

***** USE FEES DO NOT INCLUDE PERSONNEL FEES (IF REQUIRED) *****

Board Approved: 10/12/2018

Facility/Room Type	Location	Classification I	Classification II	Classification III
Application Fee	All	\$15	\$15	\$15

Facility Use Fees for Rooms / Conference / Kitchens

Facility/Room Type	Location	Classification I	Classification II	Classification III
Classroom	All	\$1 per hour	\$20 per hour	\$40 per hour
Conference Room	Sites, Dudley	\$5 per hour	\$20 per hour	\$40 per hour
Kitchen	All	\$5 per hour	\$30 per hour	\$80 per hour
Library	All	\$5 per hour	\$25 per hour	\$50 per hour
Multipurpose Room/Cafeteria	All	\$5 per hour	\$35 per hour	\$80 per hour

Facility Use Fees for Theaters

Facility/Room Type	Location	Classification I	Classification II	Classification III
Amphitheatre	Norwood	\$5 per hour	\$35 per hour	\$80 per hour
Auditorium	Grant HS	\$5 per hour	\$45 per hour	\$100 per hour
Little Theatre	Grant / Highlands	\$5 per hour	\$30 per hour	\$100 per hour

Facility Use Fees for Sports / Other

Facility/Room Type	Location	Classification I	Classification II	Classification III
Parking Lot Only / Quad Areas	All	\$1 per hour	\$15 per hour	
Restrooms Only	All	\$1 per hour	\$15 per hour	
Gymnasium	Small	\$5 per hour	\$40 per hour	\$80 per hour
	Large	\$5 per hour	\$50 per hour	\$100 per hour
	Oakdale Elementary Gym	Only available through Arcade Creek Recreation & Park District... at 916-482-8377.		
Playfield	All	\$5 per hour	\$15 per hour	\$30 per hour
Tennis Court	All	\$5 per hour	\$15 per hour	\$30 per hour
Pool - Recreational	All - Rental Fee	\$5 per hour	\$50 per hour	\$100 per hour
	All - Chemical Fee	\$48 per day	\$48 per day	\$48 per day

***** USE FEES DO NOT INCLUDE PERSONNEL FEES (IF REQUIRED) *****

Facility Use Fees for Personnel

***** HOURLY RATES FOR PERSONNEL CHARGES ARE BASE ON CURRENT CSEA CONTRACT *****

Type of Employee	Regular Scheduled School Hours	Unscheduled Hours and Saturdays	Sundays
Custodian		\$45 per hour	\$45 per hour
		(4 hour minimum)	(4 hour minimum)
Tech Support (per Russ 092418)		\$60 per hour	\$60 per hour
		(2 hour minimum)	(2 hour minimum)
Food Services Assistant (required with kitchen use) (per Kim Thomas 10/9/2018)		\$34 per hour	\$34 per hour
		(2 hour minimum)	(2 hour minimum)
Maintenance		\$52 per hour	\$52 per hour
		(2 hour minimum)	(2 hour minimum)
Police Services		Individually Contracted (\$55 per hour)	