

# APPLICATION FOR USE OF SCHOOL PROPERTY

POWAY UNIFIED SCHOOL DISTRICT • 13626 TWIN PEAKS ROAD, POWAY, CA 92064-3098

NO. Rec 9953  
Rev 7414

## REQUESTS MUST BE RECEIVED BY THE FACILITIES OFFICE 2 WEEKS PRIOR TO USE

I CERTIFY THAT NO ALTERNATE LOCATION IS AVAILABLE FOR THIS ACTIVITY OTHER THAN SCHOOL DISTRICT FACILITIES.

- ▶ PERMIT IS SUBJECT TO CANCELLATION IF USE CONFLICTS WITH SCHOOL USE.
- ▶ NO TOBACCO PRODUCTS IN ANY PUSD FACILITY -OR- ON ANY PUSD GROUNDS.

Internal  External

ORGANIZATION <u>RPB Basketball</u>		TODAY'S DATE <u>6-10-04</u>																					
ADDRESS <u>PO 120429 San Diego CA 92172</u>		SCHOOL / FACILITY DESIRED <u>Mesa Verde</u>																					
FACILITIES NEEDED <input type="checkbox"/> Performing Arts Center * <input type="checkbox"/> Little Theater <input type="checkbox"/> Multipurpose * <input type="checkbox"/> Classroom # _____ <input type="checkbox"/> Kitchen _____ (times) <input checked="" type="checkbox"/> Gymnasium <input type="checkbox"/> Stadium <input type="checkbox"/> Library <input type="checkbox"/> Field # _____ <input type="checkbox"/> Other _____	EQUIPMENT NEEDED <input checked="" type="checkbox"/> Chairs <u>30</u> (Qty.) <input checked="" type="checkbox"/> Tables <u>1</u> (Qty.) <input type="checkbox"/> Microphone <input type="checkbox"/> Podium <input type="checkbox"/> Stage Lighting <input type="checkbox"/> Projector <input type="checkbox"/> Piano <input type="checkbox"/> TV / VCR	DATES AND TIMES NEEDED <table border="1"> <thead> <tr> <th>DATE</th> <th>DAY</th> <th>FROM</th> <th>TO</th> </tr> </thead> <tbody> <tr> <td><u>1/8/05</u></td> <td><u>through</u></td> <td></td> <td></td> </tr> <tr> <td><u>3/19/05</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td><u>all</u></td> <td><u>Saturdays</u></td> <td><u>7 AM</u></td> <td><u>7 PM</u></td> </tr> <tr> <td colspan="4"><u>except holidays</u></td> </tr> </tbody> </table>		DATE	DAY	FROM	TO	<u>1/8/05</u>	<u>through</u>			<u>3/19/05</u>				<u>all</u>	<u>Saturdays</u>	<u>7 AM</u>	<u>7 PM</u>	<u>except holidays</u>			
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DESCRIPTION OF PROPOSED ACTIVITIES <u>Basketball Games</u>																							

### THIS GROUP IS RESPONSIBLE FOR ALL SET UP AND CLEAN UP INVOLVED WITH USE OF THIS FACILITY.

OPEN TO PUBLIC? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	ADMISSION CHARGED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CONTRIBUTION ASKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PERFORMERS PAID? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DONATIONS ACCEPTED? <input type="checkbox"/> YES <input type="checkbox"/> NO
EXPECTED ATTENDANCE? <u>20</u> ADULTS <u>40</u> CHILDREN	DISPOSITION OF PROCEEDS <input type="checkbox"/> CHILD WELFARE <input type="checkbox"/> CHARITY <input type="checkbox"/> EXPENSES <input type="checkbox"/> PROFIT <input type="checkbox"/> OTHER _____			

It is the intent of the parties to this agreement that Poway Unified School District (District) will not pay any expenses, attorney's fees or liability amounts as a result of the use of District property and facilities by applicant pursuant to this agreement.

Applicant shall furnish liability insurance providing insurance coverage for District for all activities of applicant conducted on District property pursuant to this agreement. The liability insurance shall provide coverage of no less than \$1,000,000 per person and \$1,000,000 per occurrence. **DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE INSURANCE POLICY.** The insurance coverage afforded to District pursuant to this agreement shall be primary insurance coverage which must be exhausted before any liability, expense or fee payments are made by District pursuant to any Joint Powers Agreement, or by any other insurance coverage which District may have. District shall be provided with a certificate of insurance confirming that it has been named as additional insured at least two (2) weeks before applicant uses District property.

All activity conducted on District property by applicant shall be at the risk of applicant exclusively. Applicant shall indemnify and hold district, its officers, agents and employees harmless against any and all losses, damages, liability, claims, demands and causes of action arising out of or in any way connected with the use by applicant of District property, including premises liability. Applicant shall owe this indemnity obligation to District, its officers, agents and employees even if the loss, damage, liability, claim, demand or cause of action resulted from District's alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive.

However, applicant shall not be obligated under this agreement to indemnify District with respect or willful misconduct of District, its officers, agents or employees.

The requirement for carrying insurance naming District as an additional insured and the requirement for applicant to indemnify District are independent, and both shall be given effect.

Applicant further agrees to be personally responsible, on behalf of his/her organization, for any damages sustained to District property, furniture, or equipment because of the use or occupancy of District property pursuant to this permit.

Applicant and his/her organization agree to abide by and enforce the rules and policies of the District governing the use of school facilities and equipment.

The undersigned states that, to the best of his/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/she is making application for use of school property, does not, to the best of his/her knowledge advocate the overthrow of the Government of the United States or 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 the law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

NAME AND TITLE OF APPLICANT (PRINT) <u>Susan Delando Facilities Chair</u>	SIGNATURE <u>Susan Delando</u>	TELEPHONE NUMBER <u>858-538-1505</u>
	ADDRESS <u>PO 120429 San Diego CA 92172</u>	

ANY CHANGES IN APPLICATION MUST BE MADE IN WRITING ONE WEEK PRIOR TO REQUESTED USAGE.

### — FOR DISTRICT USE ONLY —

FACILITY AVAILABLE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	SITE APPROVAL:	DATE: <u>06/12/04</u>
APPROVED BY: <u>[Signature]</u>	<input checked="" type="checkbox"/> OVERTIME AUTHORIZED <input type="checkbox"/> NO OVERTIME AUTHORIZED	
SPECIAL INSTRUCTIONS		

CUSTODIAN MAY REQUEST TO SEE A COPY OF THIS PERMIT. PLEASE HAVE YOUR COPY AVAILABLE.