



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 _____

**FACILITIES USE STATEMENT
TWIN RIVERS UNIFIED SCHOOL DISTRICT**

E 1330
Community Relations

"USE OF FACILITIES - RENTAL FEE SCHEDULE 2020/2021

The undersigned, _____, is duly authorized by _____ (name of organization), to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of the school facilities by law or district policy or regulations.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to the school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

(Signed)

(Date)

(Organization)

**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: _____