



FACILITY PERMIT OFFICE

on the campus of Santa Monica High School

601 Pico Blvd., Santa Monica CA 90405

310-395-3204, Ext. 416

Rules of Use For Facilities

School facilities are primarily for school programs and activities. The Board of Education also encourages and authorizes the use of school facilities by outside organizations and community groups when such use does not interfere with school functions. The Theater Operations and Facility Permit office coordinates and permits the use of school district facilities to all outside groups. These rules of use apply to all Facility Permits. There are additional rules that accompany filming and the use of theaters, kitchens, gyms and pools.

GENERAL

1. Any use of school facilities shall comply with all State and local fire, health and safety laws. Persons or groups to whom permits, leases or other authorizations for the use of school property are granted shall insure that all activities carried on, all equipment used or placed upon school property and all foods or other items of personal property used or distributed shall comply with applicable State and local fire, health and safety laws and regulations.
2. Any use contrary to or in violation of any law, or of these rules and regulations, shall be grounds for cancellation of the permit and for removing the users from the property and may be grounds for barring such individual, group or organization from further use of the facilities of this district.
3. Any organization granted use of a District facility shall not deny the use of the facility to any person because of their race, religion, creed, national origin, ancestry, gender or sexual orientation.
4. The permit holder is responsible for preservation of order and enforcement of all regulations pertaining to the use of District facilities by all individuals on site for the permit.
5. The Facility Permit Office may require individuals or organizations to submit, in writing, the nature and purpose of the organization and the nature and purpose of the proposed use. Such information may be in addition to information requested on the Availability Request for Facilities form and may be considered an additional District application requirement.
6. No use may be granted in such a manner as to constitute a monopoly for the benefit of any one person or organization.
7. School premises shall not be used by any person or group as a political campaign headquarter.

WHAT NOT TO DO (PROSCRIPTIONS)

8. Smoking is not permitted on school property by state law.
9. There shall be no fighting, gambling or use of intoxicants, hallucinatory drugs or narcotics in or about the school buildings or premises. Violation of this rule shall be sufficient cause for cancellation of the Permit and requiring permittee to vacate facility and denial of further use of school facilities.
10. No dogs or other animals (other than certified service animals) are allowed on District property without express written permission and authorization made a part of a Facilities Use Permit.
11. No wheeled vehicles, bicycles, toys, scooters, roller shoes, roller skates/blades, self-, electrical- or gas-powered mechanized devices of any kind are allowed on District property without express written permission and authorization made a part of a Facilities Use Permit.

12. The school office shall assume no responsibility for mail for a non-school group and shall not permit the use of the school telephone or district mail by any group or representative thereof.

FINANCIAL

13. An application fee and security deposit payment may be required prior to use of the facilities. Any fees associated with the permit must be paid to the Permit Office ten (10) business days prior to the event. If overtime or additional services are required beyond those included in the initial charge, the Applicant will be invoiced for the outstanding balance. Final payment must be received within thirty (30) days on invoice.

14. All rental fees and an estimate of services must be paid prior to the event. The following payment schedule will be followed:

- a. *The event is contracted a month or less prior to the event:* The entire Rental Fee and estimate of services is due upon signing of this agreement.
- b. *The event is contracted from one to three months prior to the event:* On half of the Rental Fee and estimate of services is due upon signing of the agreement. The second half of the Rental Fee and estimate of services must be received five business days prior to the commencement of the Term.
- c. *The event is contracted more than three months prior to the event:* One third of the Rental Fee and estimate of services is due upon signing of the contract. The second third of the Rental Fee and estimate of services must be received one month prior to the event. The final third of the Rental Fee and estimate of services must be received five business days prior to the event.
- d. *Ongoing regular events:* The renter will be billed on the fifteenth of each month. Payment must be received prior to the beginning of the next month.

15. The Renter may terminate this agreement at anytime. In such event, all rental fees previously paid by Renter to SMMUSD shall be deemed non-refundable and shall be retained by SMMUSD.

16. Nothing shall be sold, offered or advertised for sale on school premises including, but not limited to, items of literature without written permission of the Facility Permit office. Affiliated users are exempt from this rule.

17. The Director of Theater Operations and Facility Permits will set the fee at the time of application for any facilities not included in the Schedule of Charges.

SCHEDULES & PERSONNEL

18. District personnel must be on site for all Facility Permits. Permits will not be authorized unless a District representative is present. If such a request results in staff overtime costs the Applicant shall pay the direct cost of the services to the District in addition to the basic rental fee if applicable.

19. Facilities will not be opened earlier than requested for set up. If special arrangements are necessary, they must be included on the application.

20. Use of other structures, rooms or spaces on the Property not listed on the Invoice is not permitted under this agreement. Additional use must be contracted with a separate agreement or rider. Renters are not guaranteed District personnel, restrooms, or other building facilities unless requested on the Application and listed on the Invoice.

21. SMMUSD ensures Renter's exclusive use of the Facilities listed on the invoice during the term. However, SMMUSD retains the exclusive right to use all other buildings, facilities and equipment on the Property concurrent with the Renter's use of the Facilities. Renter hereby agrees and acknowledges that SMMUSD makes no representation or warranty that, the SMMUSD Users presence on, or use of, the Property will not interfere with any aspect of Renter's use of the Facilities.

22. No gratuities shall be offered to school personnel nor shall school personnel accept gratuities from renter.

23. Organizations permitted to use only outside school grounds and athletic fields will not automatically be provided with restrooms or other building facilities unless requested in writing. If such a request results in overtime costs, the organization shall pay direct costs.

24. In extreme circumstances, any approved Permit for Use of School Facilities may be revoked without previous notice where need of the property for public school purposes has subsequently developed. In this case, SMMUSD will notify the Renter as soon as possible and will endeavor to assist the Renter to find a suitable alternative location or date.

CARE OF THE FACILITIES

25. Renter shall not make, or cause to be made, any alterations, additions or improvements to or of Premises, or any part of equipment thereof, without SMMUSD prior written consent. No structures may be erected or assembled on school premises, nor may any electrical, mechanical, or other equipment be brought thereon unless written approval has been obtained from the Facility Permit Office.

26. Any breakage, damage or loss of District property, beyond reasonable wear and tear, shall be paid for by the using organization even though such breakage, damage or loss is caused by spectators or observers who are not official members of the organization. The supervision of the organization should be sufficient to protect school property against all losses as a result of the activity. Cost of any loss shall be established by the Facility Permit Office and a proper invoice submitted to the responsible organization. Failure to pay for such damage promptly shall be grounds for refusal of future applications.

27. Groups must observe the ordinary rules of cleanliness and shall not leave any facility littered with paper or trash. If facilities are left littered and unsanitary, the using organization will be invoiced for the cost necessary to clean the facility.

28. School furniture or apparatus may not be removed or displaced without permission from and under the supervision of the school district employee supervising the activity.

29. Any person or group granted a permit to hold a meeting on school premises may post a sign announcing such a meeting in the place and manner designated by the principal, provided that such a sign shall not be larger than 24 inches by 48 inches in exterior dimensions. The sign shall not be posted more than one hour prior to the time of the meeting and shall be removed immediately after the meeting.

30. Decorations and signs must be flameproof and erected in such a manner as to not damage District property and must be removed immediately following the event or the organization will be charged extra labor fees. Decorations are not permitted on any painted surface nor hung from the ceiling. Any advertisement or handout material must be removed at the end of the event.

31. District equipment that requires an operator must be operated by district personnel. Renters with appropriate skills may be authorized to operate district equipment at the discretion of the Facility Permit Office. All equipment and facilities to be used must be listed on the Application. Arrangements will be made by the District for trained personnel to operate District equipment, i.e., public address system, projectors, theater equipment etc. School equipment is not to be loaned or rented for use outside of school property.

SAFETY

32. The number of people present shall not exceed the posted seating capacity for the building. This is a FIRE REGULATION.

33. In locations where parking is allowed on school premises, all participants in use of the District facilities shall adhere to posted parking regulations. Vehicles must be parked in such a manner that fire fighting equipment may have easy access to buildings at all times. Vehicles not in compliance with these laws may be ticketed and towed. The District reserves the right to charge a parking fee on District property to all participants.

34. The District evaluates security personnel needs for each use. The hiring of District security personnel may be required for any activity with a large number of participants or spectators. All security staff, when requested by the Applicant and/or required by the District, shall be provided by the District.

The organization is bound by the determination of the District and is responsible for District personnel salaries in addition to the basic rental fee if applicable.

35. All juvenile organizations or groups seeking use of school premises must have adequate adult supervision. Sponsors and supervisors of such groups shall at all times exercise control and maintain a high standard of conduct with all members of the group. The school district may require an organization to provide adequate security to maintain control and safeguard property.

GENERAL PROVISIONS

36. Renter shall not voluntarily, or by operation of law, assign or transfer this Rental Agreement or any interest therein, and shall not sublet Premises or any part thereof without SMMUSD's prior consent.

37. In the event that Premises are unavailable for use due to partial or total destruction, acts of nature, strikes, action by governmental agencies, *force majeure* or for any other reason beyond the exclusive reasonable control of SMMUSD, SMMUSD shall have the right to terminate this Agreement by refunding all deposits due Renter. If possession or use of the facility has begun, the rental and other charges shall be prorated.

38. In the event that either party shall retain the service of an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the costs of corporate staff counsel, and interest thereon at the prevailing legal rate.

39. Subject to the terms and conditions of this Agreement, if the Renter fails to perform any material term or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues after delivery of written notice from SMMUSD to the Renter, SMMUSD may, at its option and without any further demand terminate this Agreement and/or exercise any other right or remedy available at law or in equity.

a. Notwithstanding, the Director of Theater Operations has the immediate authority to curtail or terminate any activity that might result in personal harm or permanent damage to the facility.

d. Upon termination of this Agreement, pursuant to this Section, if the Renter is in occupancy of the Facilities, the Renter shall promptly vacate the Facilities and the Property and shall forfeit all rights under this Agreement including any rights to monies due to, from or paid to SMMUSD in the form of use fees, rents, charges, and/or deposits.

c. In no event shall SMMUSD be responsible for any losses, including without limitation, any revenues, profits, costs, expenses, deposits or other fees, costs and expenses earned or accrued by the Renter, whether in connection with the Event or otherwise, as result of such termination.

d. SMMUSD shall not be subject to legal action or liable for damages in the event that Renter is in material default hereunder.