



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

FACILITY USE DEPARTMENT

on the campus of Santa Monica High School

601 Pico Blvd., Santa Monica CA 90405

310-395-3204, ext. 71-586 FAX: 310-255-7992

Rules of Use for Facilities – KEY POINTS

***Any exception to these Rules of Use must be approved in writing, in advance.
Violations will be grounds for cancellation of the permit and removal of all users from the premises.***

1. You must comply with all State and local fire, health, and safety laws.
2. You are responsible for informing your staff of these Rules of Use and ensuring their enforcement.
3. The number of people in a facility must not exceed the approved capacity.
4. No smoking anywhere on campus (by State law).
5. No alcohol, intoxicants, hallucinatory drugs, or narcotics may be present on campus.
6. No animals are allowed on campus, except officially sanctioned service animals.
7. Skateboards, bicycles, roller skates/blades, scooters, electrical- or gas-powered devices may not be used on campus. They must be walked or carried.
8. Small directional signs may be used. They must be put up using **blue painter's tape**. *No duct tape or scotch tape*. All signs, tape, and cable ties must be removed after your event.
9. The sale of all items must be approved in advance by the Facility Use Department.
10. Vehicles must be driven in driveways and parked in parking spaces *only*. Fire lanes *must* be kept clear at all times. Parking is at your own risk and is *not guaranteed to be available*.
11. There are to be no physical changes made to facilities or equipment.
12. All payments are made to the Facility Use Department. *No money should ever be paid directly to any school personnel for services rendered.*
13. You will have exclusive use of the facilities you've rented. However, other facilities on campus may be in use at the same time.
14. Events may not exclude any person on the basis of race, religion, creed, national origin, ancestry, gender, or sexual orientation.

I have read and understand the above Rules of Use for Facilities.

Signature: _____ **Date:** _____

Rules of Use for Facilities

KEEP FOR YOUR REFERENCE DO NOT RETURN

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.

1. Persons or groups to whom permits, leases or other authorizations for the use of school property are granted (“licensees”) shall insure that all activities, all equipment used or placed upon school property, and all foods or other items of personal property used or distributed shall comply with applicable fire, health and safety laws and regulations.
2. The number of people present shall not exceed the posted capacity for the building. This is a *fire regulation*.
3. Smoking is not permitted on school property by state law.
4. There shall be no use of intoxicants, hallucinatory drugs or narcotics in or about the school premises.
5. There shall be no fighting or gambling in or about the school premises.
6. No dogs or other animals are allowed on campus. Service animals are allowed *only* if they are aiding disabled persons and are trained to perform a duty specifically in support of that person’s disability.
7. Skateboards, bicycles, roller skates/blades, scooters, electrical- or gas-powered devices may not be used on campus. They must be walked or carried.
8. Licensee shall not make, or cause to be made, any alterations, additions or improvements to or of Premises, or any part of equipment thereof, without prior written consent from the Santa Monica-Malibu Unified School District (“SMMUSD” or “District”). No structures may be erected or assembled, nor may any electrical, mechanical, or other equipment be brought on school premises unless written approval has been obtained from the Facility Permit Office.
9. Any small directional or informational signs needed for your event may be taped up using *blue painter’s tape only*. Duct tape, scotch tape, and other types of tape are not to be used. All signs and tape need to be removed immediately and completely by the licensee after the event. Banners may be hung, with prior approval, using zip ties. Banners and zip ties must be removed immediately after your event.
 - a. Decorations and signs must be flameproof and erected in such a manner as to not damage District property. Any cost associated with removing decorations and signs will be charged to the licensee. 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.

10. Vehicles must travel and park in approved areas, following all posted regulations. Fire lanes must be kept clear at all times. No driving on grass, sidewalks, playing fields, basketball courts, tracks or other pedestrian areas.
11. Items offered for sale, including food and concessions, must be approved in advance by the Facility Permit Office. Items not pre-approved may be removed from sale at the discretion of the Director of Theater Operations or his designees. An additional permit for the sale of food may be required by the county health office.
12. All payments are made to the Facility Permit Office. No money should ever be paid directly to any school personnel for services rendered. No gratuities shall be offered to school personnel nor shall school personnel accept gratuities from a licensee.
13. 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.
14. SMMUSD ensures Licensee's exclusive use of the Facilities listed on the agreement during the term. However, SMMUSD retains the exclusive right to use all other buildings, facilities and equipment on the Property concurrent with the Licensee's use of the Facilities. SMMUSD makes no representation or warranty that other use of the property will not interfere with any aspect of Licensee's use of the Facilities.
15. The licensee 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.
16. 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.
17. No use may be granted in such a manner as to constitute a monopoly for the benefit of any one person or organization.
18. School premises shall not be used by any person or group as a political campaign headquarters.
19. District offices 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.
20. An application fee and security deposit payment may be required prior to use of the facilities. If overtime or additional fees are incurred beyond those included in the initial charge, the licensee will be invoiced for the outstanding balance. Final payment must be received within thirty (30) days of invoice. 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 Licensee will be billed monthly. Payment must be received prior to the beginning of the next month.
21. The Licensee may terminate this agreement at any time. In such event, all rental fees previously paid by Licensee to SMMUSD shall be deemed non-refundable and shall be retained by SMMUSD.
 22. The Director of Theater Operations and Facility Use will set the fee at the time of estimate for any facilities not included in the Schedule of Charges.
 23. Paying for any facility or staff cost with in kind contributions must be approved in writing prior to the event.
 24. District personnel must be on site for all Facility Permits. If an event results in staff overtime costs the licensee shall pay the direct cost of the services to the District in addition to the basic rental fee if applicable.
 25. Facilities will be opened and closed at the times detailed in the signed facility use agreement. Changes must be approved in writing and may result in additional charges.
 26. Licensees may only use the structures, rooms or spaces detailed in the signed facility use agreement. Additional use must be contracted with a separate agreement or rider and will be available at the discretion of the Director of Theater Operations or his designees. Additional fees may apply.
 27. Organizations permitted to use only exterior grounds or athletic fields will not automatically be provided with restrooms or other building facilities unless agreed to in writing. The organization shall pay any additional costs pertaining to this request.
 28. In extreme circumstances, any approved Permit for Use of School Facilities may be revoked without previous notice where need of the property for school purposes has subsequently developed. In this case, SMMUSD will notify the Licensee as soon as possible and will endeavor to assist the Licensee to find a suitable alternative location or date.
 29. Any breakage, damage or loss of District property, beyond reasonable wear and tear, shall be paid for by the using organization, even if such breakage, damage or loss is caused by event attendees who are not official members of the organization. The supervision of the organization should be sufficient to protect school property against all losses. 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.
 30. 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.

31. School furniture or apparatus, including directional signs, may not be removed or displaced without permission from and under the supervision of the school district employee supervising the activity.
32. District equipment that requires an operator must be operated by district personnel. Licensees 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.
33. The District evaluates security personnel needs for each use. All security staff, when requested by the licensee 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 the security personnel costs in addition to the basic rental fee, if applicable.
34. District staff assigned to permits, including site reps, are the licensee's primary contact for any issue related to the permit. Licensees should refer to the site rep or district staff for any desired communication with other permit groups, school staff or students.
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.
36. Licensee 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 Licensee. 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 Licensee 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 Licensee, 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 or designee has the immediate authority to curtail or terminate any activity that might result in personal harm or permanent damage to the facility.

- b. If the Licensee is in occupancy of the Facilities upon termination of this Agreement, the Licensee 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 Licensee, 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 Licensee is in material default hereunder.