



# FACILITY PERMIT OFFICE

*on the campus of Santa Monica High School*

601 Pico Blvd., Santa Monica CA 90405

310-395-3204, Ext. 416

facilitypermits@smmusd.org

## SAMPLE PERMIT AGREEMENT

|       |           |
|-------|-----------|
| Site: | Facility: |
|-------|-----------|

|          |             |           |
|----------|-------------|-----------|
| Date(s): | Begin Time: | End Time: |
|----------|-------------|-----------|

Notes:

**Use of the facility noted above is approved as described *only when this section is completed and signed by both parties and a permit is issued.***

|   |  |
|---|--|
| <p>Applicant acknowledges receipt of a copy of the District's RULES OF USE FOR FACILITIES. The Applicant agrees to abide by all rules governing the use of the District's facilities and the conduct of all meetings. Applicant further acknowledges that the facility use is contingent upon full compliance with these rules as well as any site rules specified by the Site Administrator.</p> <p style="text-align: center; background-color: #e0ffe0; padding: 5px;"><b>PLEASE INITIAL THIS PARAGRAPH:</b></p> | <p>_____</p> <p><b>Renter's<br/>Initials</b></p> |
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**CONDITIONS FOR USE OF SCHOOL FACILITIES:** Applicant agrees that the District makes no representations or warranties as to the condition of the facilities which the Applicant is entitled to use, and Applicant agrees to take such property and facilities "AS IS." Applicant acknowledges that it shall be the Applicant's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and applicant acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. APPLICANT FOR FACILITY USE agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use.

**INDEMNIFICATION:** Applicant shall defend, indemnify and hold harmless the District, its officers, agents employees and volunteers against all claims for damages including death or injury to persons or property and including without limitation all consequential damages from any cause whatsoever arising from or connected with its service hereunder whether or not resulting from the negligence of Applicant, its agents employees or volunteers. Applicant shall hold harmless and indemnify the district, its officers, agents, employees and volunteers from all damages of every nature and description proximately caused by negligent or willful acts or omissions by Applicant, its agents, employees or volunteers in the course of rendering service(s) under this contract.

**INSURANCE:** During the entire term of this application and any extension or modification thereof, Applicant shall keep in force a policy or policies of General Liability insurance, Professional Liability insurance including sexual misconduct and Owned and Non-Owned Automobile Liability insurance used in the performance of service(s) by Applicant of at least \$1,000,000 combined

single limit for all damages arising out of death, bodily injury, sickness or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this application, Applicant shall provide District with satisfactory evidence of insurance, including a provision for thirty (30) calendar days' written notice to the District before cancellation or material change of the above specified policies. Applicant shall name the District an additional insured by endorsement to the Applicant's General Liability and Automobile Liability policies. The certificate shall also provide that the District's self-insurance and insurance programs shall be noncontributory. Applicant shall at its own expense procure and maintain insurance as required by the state's Worker's Compensation law.

SECURITY DEPOSIT: A refundable Security Deposit in the amount of \$\_\_\_\_\_ is required as part of this Agreement. If the Tenant defaults with respect to any of its obligations under this Agreement, SMMUSD may (but shall not be required to) use, apply or retain all or any part of the Deposit for the payment of any sum in default, or for the payment of any other amount, loss or damage which SMMUSD may spend, incur or suffer by reason of The Tenant's default. If the Tenant shall fully and faithfully perform every provision of this Agreement, the Security Deposit or any balance thereof shall be returned to the Tenant within thirty (30) days following the Termination Date, provided that SMMUSD may retain all or a portion of the Deposit until such time as any amount due from the Tenant in accordance with this Agreement has been determined and paid in full by the Tenant.

RENTAL FEE: Renter agrees to payment in the amount of \$\_\_\_\_\_ as per the attached invoice. Payment is to be received by the Facility Permits Office prior to use of the facility and before a permit will be issued.

SECURITY STATEMENT: The undersigned states that, to the best of his or 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 or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

I, the undersigned, hereby certify that on behalf of the Named Organization I represent above that I have read the rules, regulations conditions and terms of this application and that I and the Named Organization I represent will abide by them and will conform to all applicable provisions of the Constitution and the laws of California and to all other directives of the Santa Monica Malibu Unified School District Board of Education and its authorized agents which may be communicated to the applicant.

Renter:

Address:

City:

ST:

Zip:

\_\_\_\_\_  
Renter (signature)

\_\_\_\_\_  
Date

Printed  
Name:

\_\_\_\_\_

\_\_\_\_\_  
SMMUSD (signature)

\_\_\_\_\_  
Date

Printed Name: Carey Upton