

GCC Facility Use Agreement Contract

The Gateway Community Charters (GCC) Board of Directors recognizes that the primary purposes of GCC facilities are the use and support of school programs and activities. The Board authorizes the Superintendent or his/her designee to contract with third parties for the limited, nonexclusive use of non-district owned school facilities where such use does not interfere with school activities. Third-party use of GCC facilities shall be in the nature of a limited, nonexclusive license. All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under this contract. The Superintendent or designee is authorized to accept requests for limited, non-exclusive use of GCC buildings and grounds and to grant or deny such requests in accordance with GCC policy. School District owned buildings are not subject to this policy, any such requests shall be made to the appropriate school district directly. Unless otherwise exempted by the Superintendent or otherwise contracted for, an authorized GCC employee shall be present on-site whenever GCC facilities are used under this contract. The Superintendent or his/her designee may impose additional requirements for use of specific facilities.

Facilities Permit Request Process

Community members wishing to use a GCC school facility must submit a GCC Facilities Use Agreement (FUA) application three weeks prior to requested use dates.

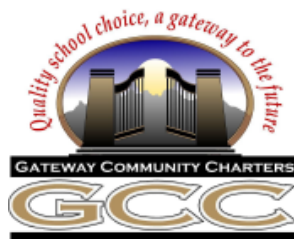
The application will include:

- Organization Name and Information
- Event Name, Dates and Times
- Number of Event Attendees

Priority access will be given to community non-profit groups and GCC program partners. The GCC facilities department will follow up with all submitted applications within one week of submission to confirm usage availability and fees.

Facility Usage

When an authorized GCC employee is on-duty at the facility in accordance with his or her regular schedule, the GCC Board authorizes the use of school facilities, without charge, by school-related organizations whose activities are directly related to, or for, the benefit of GCC schools. The Superintendent or his/her designee shall make the determination whether it is a school-related organization and use. All non-school related organizations will be charged a use fee.



Fee Schedule

Category 1: GCC School Program Partners

GCC program partners may be non profit organizations or other entities supporting GCC educational programs. There is no use fee for these organizations during regular school hours. If an organization requests use of a facility after regular school hours or on the weekend, a use fee may be charged to support staffing costs to open and close the facility. Cost will be determined after the permit request application is submitted.

Category 2: Community Events

These include youth and adult clubs/sports leagues, charitable events, theater, music and dance practices or events that do not charge admission fees. There will be a \$25-\$50 facility use fee for each event reserved.

Category 3: Fair Market Event

Organizations, agencies, associations, persons, religious organizations or groups that use GCC facilities or grounds for business purposes or revenue generation. These events are not necessarily youth focused and provide no direct support to GCC programs. There will be a \$30/per hour fee for these events.

After Hour/Weekends:

For all uses, if an organization requests use of a facility after regular school hours or on the weekend, an additional use fee may be charged to support staffing costs to open and close the facility. Cost will be determined after the permit request application is submitted.

Cleaning/Security Deposit:

Every facility reservation will require a \$100 cleaning/security deposit to be returned only if the facility is left in the same conditions as when made available. User is responsible for cleaning all rooms used on a daily basis.



GCC Facility Use Fee Schedule	
Category 1	No Charge
Category 2	\$25-\$50/Event
Category 3	\$30/Hr
After Hours/Weekend	TBD by Event
Cleaning/Security Deposit	\$100

Insurance Requirements

GCC requires a certificate of insurance showing the policy is written on a per occurrence basis. Gateway Community Charters and the school must be listed as the certificate holder and as the additional insured with a copy of the endorsement attached. A copy of the certificate and endorsement must be submitted to the GCC facilities department before a permit is approved. User shall indemnify, defend, and hold harmless the GCC, its officers, employees, agents and volunteers, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation (“claims”), arising out of the User’s performance of its obligations under this agreement or out of the operations conducted by User, except for such loss or damage arising from the sole negligence or willful misconduct of GCC. In the event GCC is made a party to any action, lawsuit, or other adversarial proceeding arising from User’s performance of this agreement, the User shall provide a defense to GCC, or at GCC’s option, reimburse GCC for its costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

Required insurance shall include:

- Commercial General liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence/ \$ 2,000,000 aggregate.
- Fire Damage liability in an amount not less than \$300,000 and medical payments coverage (or other appropriate accident insurance) in an amount not less than \$5,000
- Workers’ Compensation insurance as required under the California Labor Code.



Each Occurrence/Aggregate	\$1,000,000/\$2,000,000
Damage to Rented Premises/Fire Damage	Minimum \$300,000
Medical Expenses	\$5,000
Personal & Adv. Injury	Any coverage

Facility Use Rules and Regulations

Access

Entry for the rental group on the day and time of scheduled use requires the presence of the user group or a designated and approved representative. A representative of the user group, approved by both the user group and the Facilities Department, must be present throughout the user group's entire use of the facility or grounds.

Advertising (non-school affiliated organizations)

No signage, posters, flyers or advertisements for any event may be posted in or on the facilities or grounds without the prior approval of the Facilities Department. If permission is granted, the user group is responsible for installing and removing the promotional materials.

Cafeteria/Kitchen

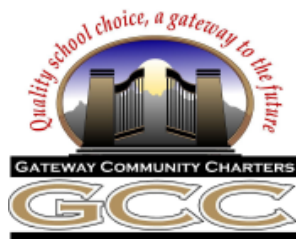
Use of school cafeterias and kitchens by outside organizations is prohibited.

Cancellations

Please notify the Facilities Department of an event cancellation one week prior to the event. Failure to notify may result in forfeit of fees associated with the event/use.

Damages

Applicants will be financially liable for any damage or loss of equipment during facilities or grounds usage. All labor needed to fix or reverse damage will be charged to the user group at cost plus 15%.



Decorations

Any decorating, covering up, or changes to the facility or grounds shall be approved prior to the event. Installation and removal of decorations shall be the sole responsibility of the user.

- All decorations must be flameproof or fire retardant and may not be hung from light fixtures, ceilings, heat detectors, emergency lights, exit signs, acoustical ceiling tiles or applied to the floor.
- The use of cellophane, all tapes, nails, staples, screws, and similar materials is not allowed on walls, ceilings, theater seats, furniture, or floors. Insufficient removal of any items will result in additional cleaning charges
- No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.

Key Control

Key control is mandatory. Under no circumstances is a non-GCC individual or a student authorized to be in possession of keys to GCC facilities or grounds unless authorized. Control of keys shall remain in sole care, custody and control of approved individuals. Keys must be secured to the greatest extent possible and never loaned to students or non-GCC individuals. If keys on loan are lost, it is the user group's responsibility to pay to re-key the entire facility.

Permit Must Be On-Hand During Event

If approved, the user must print out its permit that will be emailed by the GCC Facilities Department and have the permit on-hand during the event. School site principal will also receive an emailed copy of the permit.

Priority

GCC reserves the right to change requested dates/times at any time when that use will interfere with regular school programs/activities.

Revocation of Permit

Any violations of law, GCC policy and/or procedure will result in the immediate revocation of the use permit and removal of the user group from GCC property.

- Applications will also be denied if history of use by an organization has resulted in: Violation of Board Policy, consistent lack of supervision, inconvenience for school use, adverse behavior, damage to property, or non-payment of fees.
- The user group shall be responsible for the orderly conduct of all persons using the facility or grounds during the event. GCC reserves the right to remove, or have removed,



any person behaving in an unlawful, disrespectful, or objectionable manner. Fights, vandalism, or destructive behavior on the part of any member of a user group or its audience will be grounds for immediate cancellation of the event and all future events by the user group. In this case, all fees will be forfeited.

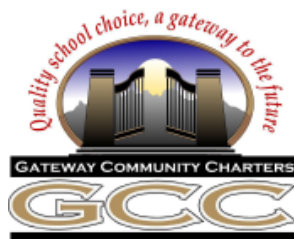
- Smoking/tobacco products, consumption of alcoholic beverages and use of weapons, including knives, firearms, or explosives are not permitted on GCC property.

School Equipment

A use permit does not authorize the use of GCC, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the school administrator.

Waiver of Rental Fees

Use Fees can only be waived by the GCC Facilities Department.



NAME OF ORGANIZATION REQUESTING FACILITY _____

CONTACT NAME _____ NUMBER OF TEAMS/PARTICIPANTS _____

BILLING ADDRESS _____ DAYTIME PHONE _____

NATURE AND PURPOSE OF ACTIVITY _____

SPECIFIC FACILITY/SCHOOL REQUESTED _____

DATES TO BE USED: _____ TO _____ DAY OF WEEK _____

TIMES OF DAY/EVENING: FROM _____ AM/PM TO _____ AM/PM

FACILITY RENTAL FEES will be determined by the latest established rental rates. Payments are to be made to GCC prior to facility rental date. Charges may be levied to cover the cost of additional services not covered in the original agreement or for damages or agreement violations. Gateway Community Charters (GCC) reserves the right to require and charge for custodial and/or other authorized GCC employees to be on the premises.

AGREEMENT AND INSURANCE

The person or organization entering into this agreement with GCC for the use of facilities or equipment described above certifies that the information given in this application is current. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations. The applicant further agrees to reimburse GCC for any damage arising from the applicant's use of said facilities. Any accident involving injury to participants or damages to facilities or equipment occurring during the use of facilities or equipment will be reported to GCC authorities immediately.

All users are required to provide proof of general liability coverage of no less than \$1 million dollars per occurrence. The school and Gateway Community Charters must be named as additionally insured on said policy. Coverage cannot be canceled or reduced without thirty-(30) day's written notice to GCC.

The applicant agrees that GCC and its agents or employees will not be liable for any damage to person or property by reason of negligent acts of applicant, its agents, employees, invitees, or subcontractors. Applicant agrees to protect, indemnify for legal costs and other expenses, and hold harmless, the School District and its officers, employees, directors and agents from claims, liabilities, or suits, arising out of injury to person or property from negligent acts of applicant, directly or indirectly attributable to user's activities and/or use of premises except for sole negligence of GCC.

I have read the rules and regulations above on this form and agree with the conditions and charges as established:

SIGNATURE OF APPLICANT _____ **DATE** _____



FOR DISTRICT USE ONLY

Approved [] Disapproved []

Fee Group: [] 1 [] 2 [] 3

Certificate of Insurance Received []

Facility/Building Rental Fee \$

Per Hour = \$

Cleaning Deposit/Other Charges \$

Total Billed \$ Total Received \$

Permit Issued Date: