

FACILITIES USE AGREEMENT

This is an agreement between the Sonoma County Office of Education (SCOE) and \_\_\_\_\_ (Licensee) for use of SCOE facilities. It is hereby agreed between the parties as follows:

- 1. SCOE shall permit Licensee to use the facilities known or described as \_\_\_\_\_ (Facilities) pursuant and subject to the terms and conditions set forth herein. Such use is also subject to the requirements of state law, including, but not limited to, Education Code Section 38130 et. seq., and SCOE policy and procedures, including, but not limited to \_\_\_\_\_ Possession, consumption, or sale of alcoholic beverages or restricted substances on SCOE property is strictly prohibited.
2. Licensee is hereby granted permission to use the Facilities from \_\_\_\_\_, 20\_\_\_\_, beginning at \_\_\_\_\_ a.m./p.m. and ending at \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.
3. Licensee is permitted to use the Facilities during this time for the purpose of \_\_\_\_\_
4. Expected number in attendance: \_\_\_\_\_ Admission Charge\*: \_\_\_ No \_\_\_ Yes Amount: \$ \_\_\_\_\_
\*NOTE: Education Code Section 38134(e) provides that in the case of entertainments or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of SCOE or for charitable purposes, fair market value must be charged for use of the Facilities.
5. If applicable, additional equipment to be provided for Licensee's use of the Facilities (e.g., tables, chairs, podium, microphone, easels, etc.) and/or special arrangements: \_\_\_\_\_
6. The fee for the use of the Facilities, if applicable, shall be \$\_\_\_\_\_ per hour for a total of \$\_\_\_\_\_ pursuant to Education Code Section 38134. All fees are payable to SCOE within 30 days of receipt of Invoice.
7. Licensee's use of the Facilities is at all times subject to the right of cancellation by SCOE for any breach of the conditions herein or misuse of the Facilities. Cancellation shall be effective immediately upon notice to the persons executing this Agreement on behalf of Licensee or to any responsible representative of Licensee. Use of the premises is at the convenience of SCOE. Permission to use the Facilities may be revoked or suspended at any time.
8. Except as otherwise provided herein, Licensee shall furnish its own supplies and equipment for its activities and shall have responsibility for its equipment and supplies that Licensee uses, operates, or stores in the Facilities. Licensee holds SCOE harmless from any liability arising from the loss of, damage to, or destruction of Licensee's personal property on SCOE's facility. Licensee shall ensure reasonable care of the Facilities during its use, and is responsible for the cleanliness of the Facilities at the conclusion of its use.
9. Licensee, its officers, employees, agents, licensees, and invitees, shall be subject to SCOE's security measures and must abide by SCOE's regulations while on SCOE premises.
10. Licensee, its officers, employees, agents, licensees, and invitees, shall not enter or occupy portions of SCOE's facilities other than those covered by this Agreement, except designated rest rooms.
11. To the fullest extent permitted by law, Licensee shall hold harmless, defend and indemnify SCOE, its governing board, officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of the activities of Licensee or Licensee's invitees or guests in or about the Facilities, whether or not there is concurrent passive or active negligence on the part of SCOE, but excluding liability due to the sole negligence or willful misconduct of SCOE. This obligation shall continue beyond the term of this Agreement as to any or omission that occurred during or under this Agreement.
12. During the entire term of this Agreement, any extension thereof, Licensee shall maintain in effect a policy or policies of comprehensive general liability insurance providing a minimum combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for the defense of lawsuits and the payment of damages arising from bodily injury, sickness, or disease, and death to any persons, and property loss, damage, and destruction, for each accident or occurrence. This Agreement must be completed, signed, and returned with a copy of the Certificate of Insurance naming SCOE and its officers, agents, and employees as additional insured for the period of use of the Facilities at least ten (10) working days prior to such use. Licensee shall maintain workers' compensation insurance coverage for its employees, including all volunteers, as required by law.
13. This Agreement may not be assigned or subcontracted except with prior written consent of SCOE. Any assignment or subcontract made without such consent shall be void, and at the option of SCOE, shall cause this Agreement to be terminated.
14. Failure to meet the terms of this Agreement may result in denial of future use of SCOE facilities.
15. This Agreement shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Agreement or breach thereof shall be brought in Sonoma County, California, and no other place.
16. The undersigned states that, to the best of his/her knowledge, SCOE 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 lawful means.

The undersigned also states that the organization on whose behalf s/he is making application and this Agreement for use of SCOE property, does not, to the best of his/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/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 penalty of perjury.

LICENSEE: \_\_\_\_\_ Date: \_\_\_\_\_

Duly Authorized Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address, City, State, Zip Code: \_\_\_\_\_

SCOE: \_\_\_ Approved \_\_\_ Not Approved: Reason \_\_\_\_\_

Authorized Designee Signature (by County Superintendent or deputy/assistant superintendent): \_\_\_\_\_

Date: \_\_\_\_\_