

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned agrees to defend, indemnify and hold harmless the Murrieta Valley Unified School District, its board of trustees, agents and employees, individually and collectively, from and against any and all costs, losses, claims, actions, court costs, attorney fees, and judgments arising from personal injuries, property damage or otherwise that may arise during or result in any way from, or be alleged to be caused by, the undersigned's use or occupancy of district facilities, furniture or equipment, including premises liability, regardless of cause, including but not limited to:

- a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any persons, firm or corporation employed by the District upon or in connection with the activity called for in this Agreement.
- b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations, including the Applicant, arising from any act of neglect, default, omission, negligence or willful misconduct of the Applicant, its members, agents, or any person, firm or corporation employed by the Applicant, either directly or by independent contract, spectators, participants or guests and attributable in connection with the activity covered by this Agreement, on or off District property. The Applicant, at its own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, or employees and shall pay or satisfy and such claim, demand, liability or judgment rendered against the District, its Board, officers, agents, or employees in any action, suit or other proceedings as a result of, or arising out of the activity called for in this Agreement.

STATEMENT OF INFORMATION

(BLANK SPACES ARE THE USING ORGANIZATION'S NAME)

The undersigned, as duly authorized representative for _____ (organization name), states, that, to the best of his/her knowledge, the school property for use of which application is hereby made, will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school property upholds and defends the Constitutions of the United States and the State of California.

The undersigned, as duly authorized representative for _____ understands, and agrees to make known to its facility users, that while the District site being used under this agreement may have defibrillators (AED's) located in one of more of its buildings, the District does not have a Public Access Defibrillator (PAD) program intended for use by the general public or facility users. AED's will not be available for use by facility users. If the organization desires the availability of an AED, it must provide its own.

The undersigned, as a duly authorized representative for _____ understands, and agrees they will be responsible for any charges associated with an emergency response call (i.e. 911 call)

ACTIVITY _____

Organization Name _____

Signature _____ **Date:** _____

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Civic Center Office Use Only

APPROVED [] **DISAPPROVED** [] **Reason for Disapproval** _____

Signature of Authorized Site Representative **Date**

Signature of Civic Center Representative **Date** **NC-NP-DC-FV** **501- C3** **COI Rec'd** **PAC Tech**

SEND THIS TO YOUR INSURANCE AGENT/BROKER

The insurance company(ies) providing the insurance shall have an A. M. Best rating of not less than A-. The limits of insurance as described below shall be considered minimum requirements. Should any insurance coverage carried by the Applicant contain limits of liability that exceed these minimum liability limits, those higher limits shall be deemed to become the required minimum liability limits and shall apply for the benefit of the Additional Insured.

1. As a condition for use of the facility, the Applicant shall procure Commercial General Liability ("CGL") Insurance acceptable to Murrieta Valley Unified School District, naming Murrieta Valley Unified School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them as "Additional Insured," with respect to any liability [for personal injury, bodily injury, contractual liability, and damage to property sustained] arising out of the Applicant's acts, activities, use, or obligation under this Agreement.
2. The coverage shall provide at least the same coverage and coverage limits as the Named Insured in the subject CGL policy, regardless of whether such acts were authorized by this Agreement. Applicant shall pay for all loss or damage to the property of Murrieta Valley Unified School District. Murrieta Valley Unified School District assumes no responsibility for any property brought onto the premises.
3. An endorsement shall be included in the in the CGL policy naming Murrieta Valley Unified School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them, as Additional Insureds, **using the ISO Additional Insured endorsements CG 20 26**, or an equivalent blanket additional insured wording providing coverage for an Additional Insured when required by written contract. The additional insurance provided herein shall comply in all respects with the language contained in the ISO form that is incorporated herein by reference. The Additional Insured status shall apply to CGL, and Automobile.
4. The CGL policy must include effective dates covering the time period Applicant has contracted to use the facility. At least 48 hours before Applicant commences use of the facility, Applicant shall provide written proof of its procurement of the CGL policy required by this provision, including an acknowledgement by the insurance carrier providing the CGL policy that, if the CGL policy is cancelled for any reason prior to the effective dates identified in the policy, Applicant will immediately notify, in writing, Murrieta Valley Unified School District of the cancellation.
5. Applicant and Murrieta Valley Unified School District agree that any insurance policies procured by Applicant that provides benefits for Murrieta Valley Unified School District shall be primary and that any policies procured by Murrieta Valley Unified School District that might also happen to provide protections or benefits to Murrieta Valley Unified School District arising out of Applicant's use of Murrieta Valley Unified School District's premises shall be excess.
6. Specifically, Applicant shall obtain and maintain the following insurance policies and required endorsements:
 - a. Commercial General Liability insurance, with the following required minimum limits:
 - i. \$1,000,000 Per Occurrence for bodily injury or property;
 - ii. \$1,000,000 Per Occurrence for personal and advertising injury;
 - iii. \$2,000,000 General Aggregate;
 - iv. \$2,000,000 Products/Completed Operations Aggregate;
 - v. \$1,000,000 Blanket Contractual Liability/Written and Oral;
 - vi. \$1,000,000 Fire Legal Liability; and
 - b. Commercial Automobile Liability insurance covering either "any auto" or "scheduled, hired, owned, non-owned automobiles," with a \$1,000,000 minimum combined single limit ("SCL") per occurrence;
 - c. Workers' Compensation for statutory obligations and Employers' Liability insurance that meet California's statutory benefits, including Employers' Liability with a minimum liability limits of \$1,000,000 for injury and \$1,000,000 per accident, and \$1,000,000 policy limit/disease. *If Applicant does not have any employees, a letter stating that must be received from Applicant.*
 - d. *The above limits may be provided by a combination of the required coverages and an Excess Liability policy.*
7. A Waiver of Subrogation endorsement shall be included in the Commercial General Liability, Automobile Liability, Workers' Compensation Liability, Employers' Liability and any Excess Liability policy in favor of Murrieta Valley Unified School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them.
8. A Primary, Non-contributory endorsement shall be included in the Commercial General Liability, Automobile Liability, Workers' Compensation, Employers' Liability and any Excess Liability policy in favor of Murrieta Valley Unified School District, its departments, the school board, school board elected and appointed officials, administrators, principals, teachers and all other school employees, volunteers or representatives, agents, and all persons and bodies corporate acting for or on behalf of them.
9. The insurance shall be evidenced by an ACORD Form 25 with all required endorsements attached to the ACORD 25 and shall identify the school being used by Applicant in the description of operations box.
10. Receipt of the Certificate is required prior to Applicant's use of the facilities.

PLEASE CIRCLE THE DATES THAT YOU WISH TO RESERVE BELOW.
 ALL DATES FOR HOLIDAYS/BUDGET REDUCTION DAYS AND WEEK-ENDS REQUIRE CUSTODIAL OVERTIME WITH A MINIMUM OF FOUR HOURS. THIS CALENDAR MAY BE REVISED AT ANY TIME

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
 2016-17 STUDENT CALENDAR**

H HOLIDAY - NO SCHOOL	EO = Elementary/Middle Early Out	ME = Middle School Early Out
S Saturday or Sunday	EE = Elem. Minimum Day	MM = Middle School Minimum Day
P = Preparation Day	EC Elem. Parent Conferences	MC Middle Parent Conf.'s
PD = Professional Development Day	FIRST DAY OF SCHOOL	LAST DAY OF SCHOOL
		= BREAKS (No School)

JULY		2016																														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
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AUGUST																															
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					SS	SS	P	PD				SS	SS	EO						SS	SS	EO					SS	SS	EO		

SEPTEMBER																															
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		SS	SS	H					SS	SS	EO					SS	SS	EO						SS	SS	EO					Middle Conf.

OCTOBER																														
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SS	SS	EO					SS	SS	EO						SS	SS	EO	Elem Conferences	SS	SS	PD							SS	SS	EO

NOVEMBER																														
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DECEMBER																																
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JANUARY		2017																												
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FEBRUARY																												
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MARCH																															
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APRIL																															
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SS	SS	EO					SS	SS	EO					SS	SS	EO						SS	SS	EO					SS	SS	
(Easter - 4/16/2017)																															

MAY																														
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EO					SS	SS	EO					SS	SS	EO						SS	SS	EO					SS	SS	H	

JUNE																														
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		SS	SS	EO	MM	MM	MM	EE		SS	SS	P					SS	SS						SS	SS					

BOE - 2/25/2016 - Revised 4/14/16 (MC)

Rules and Regulations

Conditions of Application for Permit

1. All user Groups shall provide: A statement of information indicating the organization upholds the state and federal constitutions; A certificate of insurance showing that they are properly insured for their own negligent acts; an endorsement naming the Murrieta Valley Unified School District as additional insured; a hold harmless agreement.
2. All applications shall be made at least thirty (30) days in advance of the first date of use being requested. Late applications may be denied. Scheduling conflicts shall be resolved first by the priority of use of school facilities and then on a first come-first served basis.
3. Applicants for use of District facilities shall be notified whether the request is approved or denied. If approved, a permit stating the approved times and dates together with any special requirements shall be sent to the applicant.
4. No use of any school or District facility shall be granted to any individual or group for a period exceeding the current school year. Use shall not constitute a monopoly of school or District facilities for the benefit of any person or group, and use privileges granted shall be renewable or revocable at the discretion of the Board at any time.
5. The individual signing the Application for Public Use of District Facilities shall, as a condition of use, agree to be held financially responsible in the cause of loss or damage to District property.
6. All juvenile groups using school facilities shall have an adult sponsor submit written application forms on behalf of such groups, under the same terms and conditions provided for public use of school facilities.
7. The District shall require security as a condition of use whenever it is deemed to be in the District's interests.

Conditions of Use

Permit may be revoked if user/user groups found to be in violation of any of the following conditions:

1. Use of tobacco, alcohol or drugs in any form is prohibited in all facilities and on all grounds throughout the District.
2. When using stadium audio system be considerate of neighbors for both content and volume through the speakers, all music should be appropriate for minors and should not contain explicit lyrics. The volume should meet all City noise ordinance laws.
3. Appropriate clothing shall be worn at all times. Obscene signs, pictures, logos will not be permitted on any material, equipment, or clothing.
4. Use of District playing fields shall not be permitted during periods of rain or when fields remain wet following rain and when use would be harmful to the playing field.
5. No structures, electrical modifications or mechanical apparatus may be erected or installed on District property without specific written approval by the Civic Center Office. Persons and organizations granted the use of District facilities shall assume full responsibility for compliance with all applicable State and local fire, health and safety laws and regulations.
6. No person/organization shall displace/remove furniture or apparatus without prior permission of the District representative in charge.
7. No food or drink allowed in facilities without special permission of the Civic Center Office; MPR, Staff Lounge, and outside areas accepted.
8. Storage containers will not be allowed on any campus.
9. No use of school supplies in classrooms. No use of the teacher's desk and or computer at any time.

10. No storage of equipment or supplies at any site unless pre-approved by the site administrator and the Civic Center Office.
11. Use of whiteboards in classrooms is limited. If the teacher has written on the board it is not to be erased.
12. There shall be a District representative in charge whose duties shall include supervision of the opening and closing of buildings and grounds, supervision of the operation of facilities, and the enforcement of regulations and prevention of disturbances.
13. The applicant shall be required to have the permit with them at time of use.
14. Using organizations shall be responsible for the control and supervision of all persons in attendance during the use of District facilities.
15. A District Nutrition Services employee shall be present to supervise any use of District kitchen facilities.
16. School facilities shall not be available for entertainment of any type involving the use of hay, straw and/or animals of any type kind or size.
17. In locations where parking is permitted on school premises, vehicles must be parked in such a manner so that fire fighting equipment may have easy access to buildings and fire hydrants at all time. NO PARKING IN RED ZONES.
18. Events that expect more than 250 in attendance will be required to have a minimum of two custodians (one male and one female) as well as providing security as required by the Civic Center Office or at District's discretion.
19. Users are subject to such additional rules as may be set forth by the building principal/administrator.
20. An approved application may be revoked with reasonable notice when District facilities are needed for school purposes.
21. Bingo events must conform with the municipal code of the City of Murrieta and be issued a permit from the City. The City Permit must be submitted to the Civic Center Office 2 weeks prior to the scheduled event.
22. A Nutrition Services Worker will be required for any use of a kitchen and the user will be charged the overtime rate for said worker.
23. The following guidelines are for use of a turf field in any high school stadium:
 - a. Field is closed to all unsupervised non-school use – violators will be cited for trespassing.
 - b. No Food, drink, sunflower seeds, or gum on field or track surfaces. No "colored" hydration/energy drinks allowed.
 - c. No cigarettes, cigars, fireworks, or open flames allowed.
 - d. Proper approved shoes must be worn at all times (no stiletto type heels)
 - e. No bikes, skateboards, roller blades, or skates allowed on track or field
 - f. No paint or permanent markings are allowed on field or track surfaces.
 - g. No pets allowed on track or field.
 - h. No glass bottles/containers allowed.
 - i. Cheerleading squads who use ladders/boxes MUST have a protective mat underneath the ladder/box so that it does not damage the track surface. VEHICLES OR LIFTS ARE NOT ALLOWED ON THE TRACK OR IN THE STADIUM.

FACILITY	Discount Rate 80% MVUSD Students	501 (c) 3 Direct Cost	Fair Value	SCHOOL
Classroom	\$ 3.13	\$ 5.69	\$ 8.91	ALL
Dance Room	\$ 6.79	\$ 12.35	\$ 19.33	
Field (Non TURF)	\$ 3.13	\$ 5.69	\$ 8.91	
Group/Pod Room	\$ 6.26	\$ 11.38	\$ 17.82	
GYMNASIUM				
Regular	\$ 19.87	\$ 36.13	\$ 56.57	SMS, TMS, WSMS and VMHS/MMHS Practice
Regular	\$ 34.38	\$ 62.52	\$ 97.90	DMMS (Air Conditioning)
Large	\$ 52.87	\$ 96.14	\$ 150.54	MMHS, MVHS, VMHS
KITCHEN				
Small	\$ 2.70	\$ 4.90	\$ 7.68	EHC, RRE
Medium	\$ 5.45	\$ 9.92	\$ 15.53	AME,AHE,AVE,BES,CCE,LJM,MVE,MES, ALL MS's
Large	\$ 17.73	\$ 32.23	\$ 50.47	MMHS, MVHS,VMHS
LIBRARY				
Small	\$ 7.09	\$ 12.88	\$ 20.17	AHE,AVE,BES,CCE,EHC,LJM,MVE,MES,RRE,TOV
Medium	\$ 14.08	\$ 25.59	\$ 40.08	DMMS,SMS,TMS,WSMS,VMHS
Large	\$ 30.97	\$ 56.30	\$ 88.17	MMHS, MVHS
LOCKER ROOM/LOUNGE				
Small	\$ 2.94	\$ 5.35	\$ 8.37	Elementary & Middle Schools
Medium	\$ 6.33	\$ 11.50	\$ 18.01	VMHS
Large	\$ 7.47	\$ 13.59	\$ 21.28	MMHS, MVHS
MPR				
Small	\$ 8.12	\$ 14.76	\$ 23.12	AVE,MVHS Hawk Rock
Medium	\$ 13.19	\$ 23.97	\$ 37.54	AHE,AME,BES,CCE,EHC,LJM,MVE,MES,RRE,TOV
Large	\$ 18.33	\$ 34.23	\$ 53.61	DMMS,SMS,TMS,WSMS,MMHS,VMHS
OUTSIDE BASKETBALL CRTS	\$ -	\$ -	\$ -	
POOL - HIGH SCHOOLS	\$ 21.95	\$ 39.91	\$ 62.50	
PRESS BOX	\$ 3.13	\$ 5.69	\$ 8.91	
SHADE STRUCTURES	\$ -	\$ -	\$ -	
STADIUM (TURF)				
HIGH SCHOOLS	\$ 27.45	\$ 61.00	\$ 100.36	
Stadium LIGHTING	\$ 22.50	\$ 50.00	\$ 82.26	
TENNIS COURT - ALL	\$ 3.13	\$ 5.69	\$ 8.91	
THEATER				
Murrieta Mesa HS	\$ 28.68	\$ 63.73	\$ 104.85	
Murrieta Valley HS	\$ 23.68	\$ 53.02	\$ 87.23	
Vista Murrieta HS	\$ 24.75	\$ 54.99	\$ 90.47	
Theater LIGHTING	\$ 22.50	\$ 50.00	\$ 82.26	
WRESTLING ROOM - HS'S	\$ 6.82	\$ 12.40	\$ 19.42	
EQUIPMENT FEES				
Elementary School	\$ 1.25	\$ 2.28	\$ 5.00	
Middle Schools	\$ 2.51	\$ 4.56	\$ 10.00	
High Schools Theatre/Stadium	\$ 6.27	\$ 11.40	\$ 20.00	
PERSONNEL FEES				
	Regular OT		Holiday OT	
Campus Security	\$ 37.36		\$ 62.26	Personnel fees to be adjusted annually per CSEA Contract
Custodial	\$ 41.45		\$ 69.09	
Nutrition Services	\$ 36.08		\$ 60.13	
Theater Technician	\$ 40.74		\$ 67.91	

All Costs are hourly rates (Unless noted) for the listed facility

Note: Changes to permit will incur a \$25 Change Fee

PRICING/FEES SUBJECT TO CHANGE AT ANY TIME