

Santa Clara Unified School District

Terms of Use

General Terms and Conditions

General Terms:

1. An application for permit to use school facilities should be submitted online at least four weeks prior to the date requested. The school district may take up to 4 weeks to process the request before final approval.
2. No permit shall be issued for a period longer than a fiscal year which is July 1 – June 30. A new application may be submitted each year.
3. Cancellations must be made five (5) business days or more in advance of the cancelled event date in order to receive a refund. Refunds may exclude credit card processing fees as appropriate/required. Cancellations made less than five (5) business days in advance will forfeit all charges and fees and may result in penalties including disqualification for future site use permits. Such charges and penalties will be assessed at the District's sole discretion.
4. All rules are applicable to leased school sites as well as district-operated sites.
5. It may be necessary to deny use of facilities if authorized persons cannot be made available to provide supervision. Premium rates will be charged if supervising staff is on overtime. Hours requested should begin with your arrival time and end with your departure time. This shall include time needed for set up and break down.
6. Permits are issued only by the district. An authorized copy of the permit will be available to the requester upon final approval. Permits may be printed out or stored on a mobile device. Users will need to present the Permit when asked.
7. Violation of any Term or Condition by any individual or organization during occupancy shall be sufficient cause for denying future use of the school facilities to the organization.

General Conditions:

1. No use or occupancy of any school property will be permitted if the Governing Board, in the exercise of its discretion, determines that such use or occupancy will interfere with the use of the property for school purposes, or that it will result in picketing, rioting, or other disturbance of the peace, or in damage to the property, which will render it unfit or will interfere with its proper use for school purposes.
2. No use by an individual or group who has as one of its objects the advocacy of the overthrow of the present form of government of the United States.
3. No person or group may use facilities in such a manner as to constitute a monopoly.
4. No intoxicants, narcotics, smoking, gambling, profane language, quarreling, fighting, throwing of rocks, dirt, or other debris.
5. Use of school facilities for religious or sectarian purposes shall be permitted on a temporary basis per Education Code 38138 (3).
6. Any group granted the use of any school facilities shall use them only for such purposes as are specified in the permit for use and shall limit the use to the facility; i.e. the specific classroom, multipurpose room or field and shall stay a reasonable distance from all spaces not expressly permitted.

7. School property must be protected by the user from damage or mistreatment. Each group using such property must be responsible for the condition in which it leaves the facility. Damage to school property and/or equipment shall be paid for by the organization that has use of the facility. Use permit holders are expected to leave the facility in the condition in which it was found, this includes picking up all litter and recycling. If user groups do not clean up after themselves, user will be charged additional fees.
8. No skating (skates or skateboards), bike riding, or rolling (scooters, etc.) around or near school buildings and corridors. Bikes, skateboards, scooters, etc. are to be placed in appropriate racks. The racks shall not be moved.
9. No power-driven model airplanes, power-driven model cars, power scooters, power driven go-carts, or drones.
10. No rockets or any objects using explosives or fuel for propulsion.
11. No cooking is allowed on the premises, except in those areas expressly rented for cooking use and written permission is obtained.
12. No climbing on fences, backstops, or buildings. Backstops shall not be moved.
13. No golf.
14. Automobiles and motorcycles shall be parked in designated parking areas only.
15. There shall be no tampering with any irrigation system and no playing on areas scheduled for watering.
16. No one shall be allowed on district grounds after sunset unless written permission is obtained through the permit process.
17. No dogs on district sites (with exception of service dogs).
18. No bounce houses or balloons.

Keys to School Facilities

1. Keys and alarm codes to school facilities shall not be issued to anyone other than school district employees, unless approved by the superintendent or designee.

Kitchen Facilities

1. Kitchen facilities shall not be used for food preparation unless supervised by District Nutrition Services personnel. This is an additional fee.
2. All requests for kitchen use shall be approved by Nutrition Services prior to the permit approval.

Insurance

1. No use or occupancy of any district property will be permitted unless the person or group furnishes proof of liability and property damage insurance in accordance with required minimums established in the district procedures and names the District as an additional insured on the CG 20 11 96 Form. No other Additional Insured Form will be accepted.
2. The user agrees to be fully responsible for the payment of any and all damages to the school premises including furniture and equipment. The requesting organization affirms that it will assume liability responsibility, defend, and hold Santa Clara Unified School District harmless for any accident or injury arising from use of the facilities, and comply with all district rules and regulations. Furthermore, the requesting organization's insurance shall be primary in regard to any and all claims for the accident or injury arising from use of facilities.