

Exhibit

Community Relations

USE OF SCHOOL FACILITIES

Statement of Information

The undersigned, as duly authorized representative for _____, states that, in 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.

Signed

Dated

Organization (if applicable)

HOLD HARMLESS AGREEMENT

The _____, ("Applicant/User") agrees to be solely responsible for any and all liability, claims, loss, demands, costs, and expenses, including attorneys' fees, arising out of or resulting from any death or injury to persons or loss of or damage to property which arises from the negligence or willful misconduct of Applicant/User, its officers, agents, employees, invitees or guests in connection with use of the District's facilities. Applicant/User agrees to defend, indemnify and hold harmless the Delano Joint Union High School District ("District"), its officers, trustees, agents, employees and volunteers against any and all such claims, liabilities, loss, damages, demands, causes of action, suits and expenses.

District agrees to be solely responsible for any and all liability, claims, loss, demands, costs and expenses, including attorneys' fees, arising out of or resulting from any death or injury to persons or loss of or damage to property which arises from the negligent construction, design or maintenance of the District's facilities or the negligence of District's agents or employees. District agrees to defend, indemnify, and hold harmless Applicant/User, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses.

ACTIVITY:

FOR THE USER:

FOR THE DISTRICT:

Legal
Name: _____
(Please Print)

Authorized
Agent: _____
(Signature)

Authorized
Agent: _____
(Signature)

Title: _____

Address: _____

Date: _____

Telephone: _____

Delano Joint Union High School District
Delano, California

**DELANO JOINT UNION HIGH SCHOOL DISTRICT
GENERAL EQUIPMENT/BUILDING REGULATIONS**

Use and/or occupancy of District property shall be primarily for public school purposes.

The School Site/District Administration may reserve those days necessary to accommodate their educational and extra-curricular needs to use District facilities/property. **Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose.** Every effort will be made to accommodate the needs of those non-profit and educational organizations with a history of using District facilities. Final approval for use of school facilities shall not be granted more than sixty (60) days in advance. **Approval may be granted to entities in the following order or priority:**

- A. **School activities and functions (primarily for public school purposes).**
- B. Groups affiliated with the Delano Joint Union High School District may schedule events during available time slots not reserved.
- C. Activities which directly benefit the youth of the Delano Joint Union High School District and community. These may include school meetings, community service events, performance groups, etc.
- D. Non-profit groups with a high percentage of community participants.
- E. Non-profit groups with limited percentage of community participants.
- F. Limited commercial groups.

Any permit may be revoked without previous notice where conflicting dates have resulted or where need of the facility for public school purposes has subsequently developed. For other cause, permits may be revoked at any time upon reasonable notice.

- 1. No facilities will be available Thanksgiving, Christmas, New Year's or any other holiday when the administration of the school has determined that they are unable to find staff who will be available for supervision.
- 2. A minimum deposit of 20% or \$250.00 (whichever is greater) of an agreed upon estimate of charges shall be paid at the school site at least ten working days prior to the event and forwarded to the District Business Office prior to the date of the activity. Payment should be made payable to the Delano Joint Union High School District and should be in the form of a cashier's check or money order. Failure to comply will be cause for revocation of the rental agreement.
- 3. Cancellation shall be made 72 hours prior to the first day of use and shall be made with the Delano Joint Union High School District Office. A fee equal to 20% of the deposit shall be retained by the Business Office for costs incurred in processing the rental agreement.
- 4. Basic rental fees include costs of normal staffing, utilities, maintenance, and supplies. Rental agreements are considered an estimate of costs. If the site supervisor and/or site administrator have determined additional personnel are needed to operate or clean after an event, the renter is responsible for these additional costs.
- 5. Any group or individual requesting the use of an auditorium, lecture center, cafeteria, gymnasium, athletic stadium or athletic field, must have general liability insurance in the amount of \$1,000,000.00 for each occurrence. A Certificate of Insurance must be attached to each request to use a facility. The Certificate of Insurance for effective dates of coverage will be subject to verification.

The policy endorsement and Certificate of Insurance shall name the District, its officers, employees, and agents as additional insured with respect to liability arising from use of District facilities and shall contain a provision that the insurance may not be canceled nor the limits reduced during the scheduled use. A sample copy of Certificate of Insurance is attached.

For individuals or unorganized groups (non-legal entities) incapable of being sued as a group (entity), a hold-harmless agreement should be signed by each facility user indemnifying the district from liability for such use. A sample hold-harmless agreement is attached.

6. The school sites will retain a copy of the Facility Use Application until after the last day of the scheduled event in order to adjust it for the actual charges incurred. The form is then initialed by the appropriate supervisor and forwarded to the District Business Office for billing. Total payment of estimated charges must be paid on or before the last working day of the event.
7. Renters will be billed subsequent to any additional charges the last day of the scheduled event. Failure to pay the bill within 15 calendar days will result in the renter losing the privilege to rent Delano Joint Union High School District facilities or equipment.
8. The Delano Joint Union High School District reserves the right to require renters to provide professional security agents as deemed necessary.
9. Persons using Delano Joint Union High School District Facilities must have their "Facilities Use Request" form with them at all times and must submit them upon the request of a school official.
10. The Business Office reserves the right to audit each Facility Use Application for compliance to the Delano Joint Union High School District's regulations and charges schedule.
11. Non-profit organizations that are requesting reduced rates must provide their tax-exempt number. A space is provided on the request form for this number.
12. No athletic facilities or fields may be used by the community on weekdays during the school year until after 6:00 p.m. without permission from the site administration.
13. Violations of any of the following will be cause for denial of future requests:
 - NO SMOKING ON ANY PART OF THE HIGH SCHOOL CAMPUS, INCLUDING PARKING LOTS
 - NO ALCOHOLIC BEVERAGES OF ANY KIND
 - NO GLASS CONTAINERS OF ANY KIND
 - NO FOOD IN ANY ENCLOSED AREA OR AT THE SWIMMING POOL
 - ONLY GYM SHOES ARE TO BE WORN IN THE GYM

I, _____, representing _____, understand and will comply with the above and will be totally responsible for any and all damages to the District property.

Signature

Date

Telephone