

**AGREEMENT FOR USE OF FACILITIES – POLLING PLACES, VOTE CENTERS, EMERGENCY SHELTERS (“Agreement”):** By marking this item, the organization or individual (“**Applicant**”), as listed in the request for facilities, is requesting the use of certain facilities of the Clovis Unified School District (“**District**”) for certain event(s)/activity(ies) (“**Event**”). District and Applicant are also referred to separately as a “**Party**” and collectively as “**Parties**”. Applicant hereby agrees to the terms and conditions of this Agreement, which includes information that has been provided as part of Applicant’s request for use of facilities. Applicant certifies that the information provided in the request for facilities is true and correct. The person making the request for facilities and acknowledging this Agreement represents that he or she is authorized to commit and bind Applicant to this Agreement.

1. **Term of Agreement.** This Agreement shall be in effect for no more than one year (July 1 to June 30) and shall become effective on the date on which the Assistant Superintendent of Facility Services or designee approves Applicant’s request for use of District facilities and continue in effect until June 30 (“**Term**”), unless earlier terminated by either Party upon 30 days written notice to the other Party. This Agreement shall apply to all use of District facilities by Applicant during the Term pursuant to Education Code section 32282 or Elections Code section 12283, and Board Policy (“**BP**”) and Administrative Regulation (“**AR**”) No. 1330 – Use of District Facilities.
2. **Billing and Payment.** District shall invoice Applicant and Applicant shall pay District for the use of the Requested Facility in accordance with Exhibit No. 1330 - Facility Use Fee Schedule.
3. **Insurance.** Before Applicant may use the requested facility (“**Requested Facility**”), Applicant shall provide written proof of *commercial general liability insurance* that provides, at a minimum, coverage for bodily injury and property damage during or relating to the Event with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and containing a blanket additional insured endorsement or be endorsed to name the Clovis Unified School District and its Governing Board and members thereof, officers, employees, and agents as additional insureds. This insurance shall be maintained throughout the Term. Any such insurance shall provide that it applies on a primary basis to any insurance, self-insurance, or other risk financing under which the Clovis Unified School District is a covered party or an insured.
4. **Indemnity and Defense Obligations.** To the fullest extent permitted by law, Applicant shall defend, through counsel approved by the District, indemnify, and hold harmless the District and its governing board and members thereof, officers, employees, and agents (collectively “**District Personnel**”) from and against any and all claims, demands, lawsuits, causes of action, actions, damages, liability, judgments and expenses, whether actual or alleged, arising out of or relating to this Agreement, including but not limited to the following: (1) damages, losses, judgments, obligations and expenses and costs, including but not limited to, attorney’s fees, expert’s fees, and court costs; (2) injuries to or death of any person; (3) damage, loss, loss of use, or destruction of any facilities, furnishings, equipment, or other property of the District Personnel or third parties; and (4) compensatory damages, statutory and/or regulatory fines or penalties, and extra-contractual liability (collectively “**Loss**”), excepting only Loss resulting from the sole negligence of the District and/or District Personnel. This indemnity and defense obligation on the part of the Applicant shall exist even where the Applicant or anyone acting for or on behalf of the Applicant is not negligent or otherwise at fault with respect to the cause of such Loss. Applicant’s obligations and liabilities to the District Personnel under this paragraph are not limited to or by any insurance that Applicant maintains but shall apply to the fullest extent permitted by law without regard to whether Applicant’s insurance provides coverage for the obligations and liabilities. Such obligations and liabilities shall extend beyond the Term for any Loss that occurred during, arose out of, or are related to the Event, this Agreement, or Applicant’s use of the Requested Facility.

5. Conditions of Use.

- 5.1 “As Is” Condition. The Requested Facility is for use by Applicant in its “as is” condition. District makes no representation regarding appropriateness or suitability of the Requested Facility for use by Applicant.
- 5.2 Period of Use. Applicant shall use the Requested Facility only during the period stated in the Applicant’s request and as approved by District.
- 5.3 Compliance with Board Policies. During all times when Applicant is using the Requested Facility, Applicant (including, if applicable, all officers, employees, and agents) shall comply and shall require all of Applicant’s invitees, if any, to comply with District’s board policies relating to the use of the Requested Facility, including but not limited to, BP and AR 1330 as they relate to Applicant’s use of District facilities under this Agreement.
- 5.4 Advertisement/Signage. Any advertisement, posters, and signs that will be posted or displayed by Applicant at the Requested Facility during the time that Applicant is using it shall be approved by the District in accordance with Board Policy No. 1325 – Advertising and Promotion.
- 5.5 Kitchen Use. A District kitchen staff must be on duty whenever Applicant will be using any District kitchen and equipment. Labor for District kitchen staff will be determined based on the necessary labor provided by Applicant and the number of meals to be served. A minimum of two hours will be charged for District kitchen staff.
- 5.6 Applicant Equipment. If Applicant brings any equipment onto District’s property, Applicant shall: (1) be responsible for and properly maintain the equipment, and (2) cooperate with District to enter District’s property to maintain, move, and/or remove the equipment.
- 5.7 Damage, Destruction, Waste, and Other Prohibited Use. Applicant shall not commit any of the following upon or from the Requested Facility or any District property: (a) damage or destroy any portions of; (b) commit any waste upon or place any loads upon the floor, walls, or ceiling that endanger any structure of; or (c) commit any discharge, leakage, spillage, or pollution. No alcohol beverages shall be served at the Requested Facility or any District property.
- 5.8 Set-up. If Applicant desires to set up before an Event, Applicant shall communicate and coordinate with the principal or designee.
- 5.9 Cleanup. After Applicant’s use of the Requested Facility, Applicant shall clean and return the Requested Facility to the condition that it was in before Applicant’s use. The provisions in AR 1330 shall apply as to additional costs for any failure to clean up the Requested Facility.
6. Cancellation/Change. Any cancellation of the use of the Requested Facility by the Applicant shall be made in accordance with AR 1330. District shall have the right to change the date, time, and/or location of the Requested Facility as set forth in AR 1330.
7. Severability. The Parties agree and acknowledge that if any provisions of this Agreement are held to be illegal or otherwise unenforceable, such shall not affect the legality or enforceability of the remainder of this Agreement.
8. General Provisions. This Agreement is a complete and exclusive statement of the Parties’ agreement under Code of Civil Procedure section 1856. Applicant shall not assign or transfer to any other person or entity any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger.