

RAIN DAYS: Rain days will be credited to the user or rescheduled at no charge *if possible at the discretion of site staff.*

INDEMNIFICATION: To the furthest extent permitted by California law, Applicant shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, its trustees, employees and agents, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the facility use or related activities by Applicant including, without limitation, any such suit, claim, damage, loss, or expense attributed to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable.

INSURANCE: Applicant shall procure and maintain, during the life of all facility uses, General Liability Insurance that shall protect Applicant, District, its trustees, employees and agents, and the State, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from all facility uses under the application. Minimum coverage of \$1 Million dollars is required for Liability Property Damage & Bodily Injury, some facility use and events may require more coverage, based on the District review of the planned use. The maximum deductible allowed is \$5,000. Applicants must provide certificate of insurance on an accord form, identify coverage, language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period. All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, are named additional insureds under all policies. Additionally, certificate shall include statement that "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to the District. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice". Upon receipt of such notice, the District may cancel Applicants use. All endorsements shall waive any right to subrogation against any of the named additional insureds. The insurance requirement set forth herein shall in no way limit the Applicants liability arising out of or relating to the facility use or related activities.

LGSUHSD may engage other Applicants & use adjacent facilities, including prior to and after this Applicant's use. This Applicant is solely responsible for the timely completion of this Applicants activities and events including clean up & returning the space to its condition, prior to this Applicants use.

The priority use of facilities shall remain the activities, events & use by LGSUHSD staff & students for education and school sponsored activities and events. This does include changes in use schedules caused by items outside LGSUHSD control. LGSUHSD will notify Applicant as soon as a required change is discovered and will attempt to accommodate replacement facility use at another time or date.

This Applicant is solely responsible for compliance with the LGSUHSD CEQA requirements, policies & use restrictions, including completing all field or outdoor use no later than 9:00pm on weekdays, 5:00pm on weekends and holidays. Applicant certifies that all LGSUHSD property shall be managed by Applicant, protected & used only for the purpose the facility or property was intended. Applicant certifies that no LGSUHSD property, fields or buildings will be used for the commission of any unlawful act or activity which uses or promotes the use of alcoholic beverages, tobacco products, and controlled substances or be allowed in or on any LGSUHSD property, fields or buildings.

This Applicant agrees to comply with all LGSUHSD Policies, Regulations, and Facility Use Terms & Conditions and the Education Code of the State of California. Applicant agrees that LGSUHSD can terminate all facility use for this Applicant should any of their activities, events or related actions violate any of the LGSUHSD Policies, Regulations, and Facility Use Terms & Conditions and the Education Code of the State of California in any manner. Termination of facility use for any reason may result in rejection of future use Applications, regardless of prioritization. There are no fee refunds for termination of facility use.

Applicant's use of any facility is limited to the duration specified in the final accepted Application and for the specific dates, times & hours defined by LGSUHSD. Additional use by Applicant without LGSUHSD approval will result in terminations of current & future use. Applicant's failure to provide complete payment, no less than 14 days prior to initial use, shall result in termination of all planned & or schedule use for Applicant.

APPLICANT CERTIFICATION AND SIGNATURE:

The undersigned individual certifies that they are an authorized officer or agent for the designated organization, team, or group and is duly authorized to legally bind and commit the designated organization, team or group under all LGSUHSD Policies, Regulations, and Facility Use Terms & Conditions and the Education Code of the State of California for this Application and use. Further by signature below, the designated organization, team, or group has read & fully understands all LGSUHSD Policies, Regulations, and Facility Use Terms & Conditions & the Education Code of the State of California and accept them as solely Applicant responsibility without any alteration, modification or condition. This does include potential additional financial responsibility beyond fees charged for repairs due to damages incurred by the Applicant's use or related use of the LGSUHSD facilities.

Signature: _____

Date of Application: _____

Los Gatos-Saratoga Joint Union High School District
GENERAL RULES & SPECIAL CONDITIONS

LOS GATOS HIGH SCHOOL
20 High School Court
Los Gatos, CA 95030 123
(408) 354-2730

LOS GATOS-SARATOGA DEPARTMENT
OF COMMUNITY EDUCATION & RECREATION
E. Main Street, Los Gatos, CA 95030
(408) 354-8700

SARATOGA HIGH SCHOOL
20300 Herriman Avenue
Saratoga, CA 95070
(408) 867-3411

GENERAL RULES:

1. No activities or entertainment are permissible which discriminate or reflect negatively upon any person or group because of race, color, creed, or gender.
2. Users must abide by and enforce rules and regulations set forth by the State of California, by the County of Santa Clara, by the city in which the facility is located and by the Los Gatos-Saratoga Joint Union High School District.
3. There shall be no profane language, fighting or gambling on the school premises.
4. Smoking, possession or use of narcotics or alcoholic beverages on school property is prohibited.
5. Preparations shall not be used on floors; marks may not be made or applied to floors or walls; lines may not be made on fields without written permission of the administrator in charge of the facility.
6. School furniture and equipment may not be removed or displaced without written permission from and under the school district employee in charge.
7. No food may be prepared or cooked in the cafeteria kitchen except by district cafeteria employees.
8. Food and drinks may not be brought into buildings (except cafeteria).
9. Classrooms must be left free from litter; chairs and desks returned to original positions; chalkboards erased (if used); windows closed; and lights turned off.
10. Facility will be opened only at designated opening time and must be completely vacated by designated closing time (allow 15 minutes for participants to leave campus).

SPECIAL CONDITIONS:

1. In submitting this request, I have read and understand the Los Gatos-Saratoga Joint Union High School District (District) General Rules & Special Conditions and will abide by the rules and conditions set forth in addition to Board Policy 7040 and Administrative Regulation 7040 (available on the District's website (www.lgsuhsd.org) or a hard copy is available at each campus). I certify that the intended use, as detailed on the reverse side of this form, is in compliance with said rules, and understand that use is subject to complying with the required documentation, advanced payment of all fees, submission of certification of insurance requirements and approval by the administrator in charge of facilities.
2. To the furthest extent permitted by California law, Applicant shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, its trustees, employees and agents, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the facility use or related activities by Applicant including, without limitation, any such suit, claim, damage, loss, or expense attributed to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable.
3. Applicant shall procure and maintain, during the life of all facility uses, General Liability Insurance that shall protect Applicant, District, its trustees, employees and agents, and the State, from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from all facility uses under the application. Minimum coverage of \$1 Million dollars is required for Liability Property Damage & Bodily Injury, some facility use and events may require more coverage, based on the District review of the planned use. The maximum deductible allowed is \$5,000. Applicants must provide certificate of insurance on an accord form, identify coverage, language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period. All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, are named additional insureds under all policies. Additionally, certificate shall include statement that "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to the District. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice". Upon receipt of such notice, the District may cancel Applicants use. All endorsements shall waive any right to subrogation against any of the named additional insureds. The insurance requirement set forth herein shall in no way limit the Applicants liability arising out of or relating to the facility use or related activities
4. I will be personally responsible on behalf of the applicant for any damages occurring through occupancy or use of said facility, equipment or furniture by the applicant. Lost equipment or damages sustained shall be compensated for upon request.
5. The requested hours will be strictly observed, and should it be necessary to extend the time beyond that specified in this application, special permission will be obtained from the administrator in charge of facilities before the event convenes, and in such instances additional charges may be made.
6. The reservation shall be granted with the understanding that the District may cancel a permit when the facility is needed for their own program.