

## REGULATIONS AND POLICIES REGARDING COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS

### APPLICATION PROCESS

1. Applications may not be submitted more than 6 months out from current date.
2. Applications may not request more than 6 months of use at any one time. All use will be considered "month to month" as long-term leases are not permitted.
3. If approved, a \$25 application fee will be added to the first invoice.
4. Most applications are processed within 20 business days. Any application received within 14 calendar days of intended use may be declined.
5. An application must be submitted prior to making a tour request. Tours are by appointment only and are contingent on site availability; walk-ins are not permitted at school sites. A site tour may be required before an application can be approved. To schedule a tour please email [facilitiesuse@iusd.org](mailto:facilitiesuse@iusd.org).
6. During the application process, a link to the Regulations and Policies will be provided for your review. Acknowledgement of receipt and agreement to the terms is required prior to submitting an application.
7. Applications received during summer and holiday periods may be delayed in processing.

### CHANGES AND CANCELLATIONS

1. Changes to approved applications (dates/times/etc.) are subject to a \$25 fee (each notice) and must be submitted in writing to the Use of Facilities Department. User Groups may not contact school site staff directly.
2. Cancellation fees apply to all issued permits. Use of Facilities must receive written cancellation notice by 12pm 1 business day prior to permit event date to avoid full charges.
3. Failure to provide a written cancellation notice shall be considered a "no show" and will result in full charges.

### FEES AND BILLING

1. The Fee Schedule is available on the District website (<https://iusd.org/business-services/maintenance-and-operations/use-facilities>).
2. Use of Facilities will determine proper group fees for user groups.
3. All items are singular. i.e. "Field" = ONE playing field. "Gym" = ONE gym, etc.
4. Charges may be amended based on actual use.
5. Under the Civic Center Act, staffing and utility rates may apply for those groups that qualify as Group A users. For those groups that qualify as Group B, users are required to provide a copy of their 501c3 certificate before a permit is issued.
6. There will be no multiple room/area discount offered.
7. Restrooms are REQUIRED on events of 60 minutes duration or longer.
8. Custodial fees include opening/closing procedures, which is typically billed at a minimum of 30 minutes before and 30 minutes after in addition to the approved permit time. This time frame can be longer depending on the needs and size of the event. The District will evaluate the staffing needs for the event and assign additional staff, as needed.
9. Set-up and tear down is to be included within facility use requested time and will be charged regular usage fees.
10. Ground Maintenance fees will be billed at 4 hours to maintain baseball and softball fields at the end of each permitted use.
11. Pool Technician fees will be billed at a minimum of 30 minutes before and 60 minutes after in addition to the approved permit time on non-school days and 2 hours on regular school days. A minimum of 4 hours will be billed for tournament and weekend use; fees vary based on the size and duration of the event.
12. Requests for risers, tables, and chairs must be emailed to [facilitiesuse@iusd.org](mailto:facilitiesuse@iusd.org) at least 3 business days prior to event. Additional fees may apply (see Fee Schedule).
13. Invoices are issued upon approval of permitted use and due in full 7 calendar days prior to the first use. Partial payments may be acceptable for ongoing reservations spanning multiple months. If subsequent fees are incurred and invoiced after the event, invoices are due within 30 calendar days of receipt.
14. Payments are accepted via credit/debit card, eCheck, PayPal, or account balance via the Facilitron platform. When paying by check, please make checks payable to Facilitron and include the Order Number.
  - a. Mail to: Facilitron, Inc., PO Box 1935, Los Gatos, CA 95031-1935.
15. A \$25 returned check fee will be added to the invoice for any checks returned due to non-sufficient funds.
16. Delinquent accounts may result in termination of use for any current and future events within the District.

### GENERAL RULES OF USE

1. Use of school property shall be primarily for public school purposes. When unavoidable, permitted use may be cancelled to prioritize a school event.
2. No use may conflict with regular on-going school activities. The District encourages maximum community utilization of school facilities when space is available.
3. Permitted users are required to carry a copy of the official permit issued by Use of Facilities during the event.
4. Under no circumstances may an event take place without an authorized permit from Use of Facilities.

5. All use shall comply with all State and local fire, health and safety laws and regulations.
6. The subject matter of any intended use shall remain within recreational, educational, scientific, literary, economic, political, artistic or moral interests of the community, or for discussions of matter of general or public interest. \*  
*\*Use of District facilities for protests/rallies of any nature will be reviewed on a case by case basis and require approval from the Superintendent's office.*
7. All City of Irvine ordinances will apply as well as laws of the State of California in connection to the use of school property regarding business and charitable solicitations as well as subversive groups for denominational or sectarian purposes. Meetings may not be immoral, offensive or harmful.
8. No group regardless of character may monopolize the use of school property or interfere with the educational program of the school.
9. Parking for events must be confined to school parking lot with adherence to all appropriate signs and parking rules.
10. All user groups are required to leave area(s) in same condition as it was upon receipt.
11. The following is NOT allowed (unless authorized by the Assistant Director/Director and included on permit):
  - a. Soliciting flyers or posting of any signage at school sites;
  - b. Trespassing on properties without a permit;
  - c. Cars parked or driven in any area except designated parking lot;
  - d. Rearranging of furniture;
  - e. Removal of wall postings;
  - f. Permanent structures to be erected;
  - g. Storage of any items;
  - h. Live animals of any type;
  - i. Straw, hay or any readily combustible or hazardous materials;
  - j. Extraordinary electrical, mechanical or other equipment on premises;
  - k. Alcoholic beverages;
  - l. Gambling;
  - m. Use of narcotics, steroids or drugs other than current prescriptions prescribed by medical doctor;
  - n. Smoking, vaping, or use of tobacco products;
  - o. Fighting, quarreling, abusive language or noise of any kind which is offensive to other activities or neighborhood;
  - p. Anti-government/communist programs or events;
  - q. Vendors or vendor sales without pre-approval from Use of Facilities;
  - r. Cooking or cooking equipment without pre-approval from Use of Facilities; and
  - s. Food or drinks inside any buildings.
12. User Groups must notify Use of Facilities regarding any conflicts, issues and other pertinent information within 24 hours following permitted use.
13. Violation of any District policy will result in suspension of facility use.
14. User Groups are to remain within the areas listed and approved on their permit.
15. The District and the City of Irvine have established a Joint-Use Agreement; therefore, the City of Irvine has priority use of facilities over outside user groups.
16. Newly constructed facilities are not available for rent 6-12 months after construction completion, depending on the scope of work.

## **FIELD USE**

1. All baseball and softball field use at high schools requires field maintenance at the end of each permitted use.
2. All sports equipment is to be provided by and is the responsibility of the User Group.
3. In some cases, temporary chalking of fields may be allowed; however, it must be pre-approved by Use of Facilities. If District staff or materials are used for chalking fields, costs incurred will be charged to the User Group.
4. All users MUST adhere to the closures of any fields as stated on the MUDDLline website (<https://www.cityofirvine.org/athletics-sports/field-conditions>) or by calling (949) 724-6833. User Groups will not be billed for any closed fields.
5. Each field is rented individually; User Groups may not use additional fields beyond what the permit specifies.

## **SYNTHETIC (TURF) FIELDS**

1. Synthetic fields are not subject to closures due to weather. If a group does not want to use a facility due to weather conditions, cancellation policy must be followed.
2. In addition to what is listed under General Rules of Use, the following is prohibited:
  - a. Drinks (except water) and food including sunflower seeds or gum;
  - b. Motor vehicles;
  - c. Metal cleats;
  - d. Painting, chalking, or other adhesive materials for marking; and
  - e. Stakes, spikes or other pointed materials for anchoring.

## **POOL USE**

1. All pool use requires assigned staff (Certified Pool Technician) to oversee the cleanliness and chemistry of the water.
2. The District will evaluate the staffing needs for the event and assign additional staff, as needed.

## **THEATER USE**

1. All theater use requires assigned staff (Theater Technician) to oversee equipment.
2. The District will evaluate the staffing needs for the event and assign additional staff, as needed.

## **ADMINISTRATIVE REGULATIONS**

1. Use of Facilities staff retains the right to request additional information regarding organization and/or events including, but not limited to, rosters, scripts for performances, or filming requests.
2. Use of Facilities will either assign staff to permitted event or have staff on-call to ensure obligations/requirements are being satisfied.
3. Use of Facilities Permits are required for all District facility use.

## **NONDISCRIMINATION IN ACTIVITIES AND PROGRAMS**

1. The District does not discriminate in enrollment or access to any activity and programs available.
2. All programs, organizations and activities using District facilities shall be free from discrimination per the Notice of Nondiscrimination posted on the District's website.

## **INSURANCE**

A Certificate of Insurance and Endorsement must be provided a minimum of 14 calendar days prior to the event date to complete the application process. There are NO exceptions.

The following are the requirements:

1. CERTIFICATE HOLDER: Irvine Unified School District, 5050 Barranca Pkwy, Irvine, CA 92604
2. GENERAL LIABILITY: \$1,000,000 Each Occurrence | \$50,000 Damage to Rented Premises | \$1,000,000 Personal & Adv Injury | \$2,000,000 General Aggregate | \$1,000,000 Products Comp/OP AGG
3. SEXUAL ABUSE/MOLESTATION: Sexual Abuse/Molestation (SAM) coverage must be included under General Liability or obtained in separate policies in the amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate).
4. ADDITIONAL INSURED ENDORSEMENT LANGUAGE: "Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide 30 day prior written notice of cancellation.
5. Samples of Insurance Certificates are available on the District website under insurance requirements.

## **DECLARATION OF APPLICANT**

1. Applicant hereby agrees to indemnify, defend and hold harmless the Irvine Unified School District, its respective agents, affiliates, officers, directors, servants, and employees of and from all loss, cost, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever arising out of, or related to applicant's negligent or intentional acts, errors, and omissions or those of its employees, agents and participants in connection with the use of the Irvine Unified School District facilities.
2. Applicant agrees to furnish required liability insurance.
3. Applicant certifies that any damages sustained by the school building, furniture, equipment or grounds accruing through the occupancy or use of said building and/or grounds will be the responsibility of applicant. Normal wear and tear acceptable.
4. Applicant certifies that he/she is an authorized representative of the organization and has approval by organization to make such application on organization's behalf.
5. Applicant certifies that use of the school property will be in an appropriate manner as described in the allowed activities in this application.
6. Applicant certifies that he/she is aware of the estimated costs for this event and will promptly pay all invoices according to the IUSD policy as stated herein this application.
7. Applicant certifies that all State and local fire, health and safety laws and regulations will be honored.
8. Applicant certifies that they are responsible for any possessory interest tax (if applicable). See R&T Code 107.6 for more information.
9. Applicant agrees to strictly and without exception follow all local, state, federal and health agency guidelines.

**For City of Irvine Run Programs Covered Under the City of Irvine/Irvine Unified School District Joint Use of Facilities Agreement:**

Neither CITY nor any CITY officers, officials, employees, agents, representatives and/or volunteers ("CITY and CITY PERSONNEL") shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of DISTRICT or any DISTRICT officers, officials, employees, agents, representatives and/or volunteers ("DISTRICT and DISTRICT PERSONNEL") under or in connection with any work, authority, use or jurisdiction delegated to the DISTRICT and DISTRICT PERSONNEL under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, DISTRICT shall fully indemnify, defend and hold CITY and CITY PERSONNEL harmless from any and all costs (including attorney's fees) and claims of liability for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of DISTRICT and/or DISTRICT PERSONNEL under or in connection with any work, authority, use or jurisdiction delegated to DISTRICT and DISTRICT PERSONNEL under this AGREEMENT except for any claims of liability or damages as a result of CITY or CITY PERSONNEL'S sole negligence.

Neither DISTRICT nor DISTRICT PERSONNEL shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY or CITY PERSONNEL under or in connection with any work, authority, use or jurisdiction delegated to CITY and CITY PERSONNEL under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold DISTRICT and DISTRICT PERSONNEL harmless from any and all costs (including attorney's fees) and claims of liability for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY and/or CITY PERSONNEL under or in connection with any work, authority, use or jurisdiction delegated to CITY and CITY PERSONNEL under this AGREEMENT except for any claims of liability or damages as a result of DISTRICT or DISTRICT PERSONNEL'S sole negligence.

Each of the parties hereto shall not be liable to the other for any loss or damage to each other's facilities, equipment, fixtures, improvements, structures, landscaping, personal property and the like, caused by theft, vandalism, malicious mischief, fire, act of God, acts of the public enemy, riot, strike, insurrection, war, court order, order of a government body (except such orders of CITY and DISTRICT), or thirty party.

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Print Applicant Name

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Applicant Signature

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Date

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Permit #  
(Office Use Only)