

**REGULATIONS AND POLICIES REGARDING COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS****APPLICATION PROCESS**

1. Application may not be submitted more than six (6) months out from current date.
2. Application may not request more than six (6) months of use at any one time, however all use will be officially considered "Month to Month" as long-term leases are not permitted. Invoicing will reflect the month by month basis and will be billed as such.
3. If approved, a \$25 application fee will be added to your first invoice.
4. Applications require up to 20 business days to process. Any application received within 20 business days of intended use may be declined.
5. Applications for theater use may take 90 days or more to process.
6. If you would like to do a tour of the site/area selected, tour availability will be determined upon the sites schedule. An application must be submitted and be in process for a site to consider any tour requests. Tours are by appointment only; walk-ins are not permitted at our school sites. To schedule a tour please email [facilitiesuse@iusd.org](mailto:facilitiesuse@iusd.org).
7. If application is approved, the request contact must sign the policies and regulations within 5 business days of receipt which will be sent to you via email. Failure to review and sign may result in cancellation.
8. Applications received during Summer and Holiday periods may be delayed in processing.

**CHANGES AND CANCELLATIONS**

1. Changes to applications that have already been approved by the site (such as dates/times/etc.) are subject to a \$25 fee (each notice) and must be in writing to Use of Facilities. User Groups may not contact School staff directly with these types of requests to facility schedules.
2. Cancellation fees apply to all permits that have been issued.
3. Use of Facilities must receive written cancellation notice by 12pm one business day prior to permit event date to avoid full charges.
4. Failure to provide a written cancellation notice is considered a No Show and will result in full charges.

**FEES AND BILLING**

1. The fee schedule is available on the [iusd.org/useoffacilities](http://iusd.org/useoffacilities) website.
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. For those groups that qualify as Group A users under the Civic Center Act, necessary utility rates may apply. Restrictions may apply regarding use and will be at IUSD discretion. For Group B, users are required to provide a copy of your 501c3 certificate.
6. There will be no multiple room/area discount offered.
7. Restrooms are REQUIRED on events of sixty (60) minutes duration or longer. This expense is reflected in a custodial fee which includes usual custodial, utility charges, cleaning and supplies.
8. Custodial fees consider opening/closing procedures which is typically billed at a minimum of a ½ hour before and a ½ hour after in addition to the approved event time. This time frame can be longer depending on the needs and size of the event taking place.
9. Set-up & tear down is to be included within facility use requested time and will be charged regular usage fees.
10. Invoices are issued within the month following the use and will include all use for the prior month.
11. Payments can be made via check or money order and payable to Irvine Unified School District.  
Mail to: M&O Use of Facilities 100 Nightmist, Irvine, Ca 92614.
12. Invoices are due within 30 days of receipt.
13. Delinquent accounts may justify termination of use for any current and future events within the District.
14. Organizations with delayed payment history may be subject to deposit charges of up to 50% prior to their use.

**GENERAL RULES OF USE**

1. Use of school property shall be primarily for public school purposes. Although it is not our goal to cancel your use once permitted, a school event does get priority and could mean that your permit may be canceled.
2. No use may conflict with regular on-going school activities.
3. The official permit issued by Use of Facilities via email MUST always be with you 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 IUSD facilities for protests/rallies of any nature will be reviewed on a case by case basis and will need approval from the Superintendent's office.*
7. All Irvine City ordinances will apply as well as laws of the State against the use of school property regarding business and charitable solicitations as well as subversive groups for denominational or sectarian purposes. The meetings may not be immoral,

offensive or harmful. No group regardless of character may monopolize the use of school property or interfere with the educational program of the school.

8. Parking for events must be confined to school parking lot following all appropriate signs and parking rules.
9. A user group is required to leave an area in same condition as it was upon receipt.
10. The following is NOT allowed (unless authorized by the Director of Operations):
  - 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
  - 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 M&O/Use of Facilities
  - r. Cooking or cooking equipment without pre-approval from M&O/Use of Facilities
  - s. Food or drinks inside any buildings
11. User Groups must endeavor to notify IUSD regarding any conflicts, issues and other pertinent information ASAP.
12. Violation of any IUSD policy will result in suspension of facility use.
13. IUSD and the City of Irvine have a Joint-Use Agreement. Because of this, the City of Irvine has priority over outside rentals.
14. Groups are to remain within the areas listed and approved on their permit.

#### **FIELD USE**

1. All sports equipment is to be provided by and is the responsibility of the User Group.
2. In some cases, a temporary chalking of fields may be allowed; however, it must be pre-approved by Use of Facilities.
3. All users MUST adhere to the closures of any fields as stated on the MUDDline [website](#) or by calling (949) 724-6833. You will not be billed for any closed fields.
4. Fields are rented PER field. User Groups may not use additional fields beyond what the permit states.

#### **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. Tobacco products
  - d. Animals
  - e. Metal cleats
  - f. Painting, chalking, or other adhesive materials for marking
  - g. Stakes, spikes or other pointed materials for anchoring

#### **THEATER USE**

1. All theater use requires a Theater Technician to oversee equipment.
2. IUSD will determine additional required staff depending on needs for event.
3. For any risers, tables, and chairs needed, a request must be emailed to [facilitiesuse@iusd.org](mailto:facilitiesuse@iusd.org) at least 3 business days prior to event date. Additional fees may apply (see Fee Schedule).

#### **ADMINISTRATIVE REGULATIONS**

1. Use of Facilities staff may request rosters and any other additional information regarding organization and/or event.
2. IUSD will either have staff at permitted event or have staff on-call and will ensure obligations/requirements are being satisfied.
3. Use of Facilities Permits are required for all IUSD facility use.

#### **NONDISCRIMINATION IN ACTIVITIES AND PROGRAMS**

1. The District does not discriminate in enrollment or access to any activity and programs available.

- All programs, organizations and activities using district facilities shall be free from discrimination per the Notice of Nondiscrimination posted on the district's web site.

**INSURANCE**

A Certificate of Insurance and Endorsement must be provided to complete the application process. There are NO exceptions.

The following are the requirements:

- CERTIFICATE HOLDER:** Irvine Unified School District, 5050 Barranca Pkwy, Irvine, CA 92604
- 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
- SEXUAL ABUSE/MOLESTATION:** The Irvine Unified School District reserves the right to determine if sexual abuse/molestation (SAM) insurance is warranted based on the nature and scope of the facility use request. If coverage is required, the SAM coverage should be included under the general liability policy and stated under the Descriptions of Operations. If SAM coverage is specifically excluded under the general liability policy, it is required to be added either to the general liability policy or obtained in a separate liability policy (1,000,000 per occurrence / 2,000,000 Aggregate).
- 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 thirty (30) day prior written notice of cancellation.

Samples of Insurance Certificates are available on the district website under insurance requirements.

**DECLARATION OF APPLICANT**

- 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.
- Applicant agrees to furnish required liability insurance.
- 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.
- 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.
- Applicant certifies that use of the school property will be in an appropriate manner as described in the allowed activities in this application.
- 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.
- Applicant certifies that all State and local fire, health and safety laws and regulations will be honored.
- Applicant certifies that they are responsible for any possessory interest tax (if applicable). See R&T Code 107.6 for more information.

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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)