



LOS ANGELES UNIFIED SCHOOL DISTRICT
BEYOND THE BELL BRANCH
Civic Center Permit Office

OUT-OF-SEASON

OUT OF SEASON FORM: 10/03/2014

Out of Season Permit Authorization Request

This Request is for use of School Facilities for additional hours on Mondays through Sundays. Additionally, this Request will be considered only when the applicant of the Civic Center Permit is an on-site school-based LAUSD employee authorized by the school site principal for uses solely occurring at their designated school assignment location, and the particular LAUSD high school sports team attempting to use the facility is currently OUT OF SEASON. This form must be submitted with a Civic Center application and must be submitted by the due date designated within the Civic Center Permit application. This form is for the use by the head coach of the particular LAUSD high school athletic team or the school's Athletic Director to request access to school facilities on weekdays or weekends while out of season. This form only applies to activity which is out of season.

During out-of-season activity, coaches or event organizers are considered members of the general public. As members of the general public, or as third party groups, coaches or event organizers will not receive priority to school-site facilities. Use of school facilities shall be granted on an equal basis in accordance with California Education Code section 38131. Once your request and application is received and evaluated by the Civic Center Permit Office, a representative from the Civic Center Permit Office will contact the employee/applicant on the status of the request.

School Name: _____ Type of Activity: _____

Employee/Applicant Name: _____ Employee #: _____

Request Information (required):

(Please include facility, dates, times, team (e.g. Boys/Girls Varsity/JV), and practice or contest.)

Practice times must not exceed 3 hours per day 18 hours per week.

Blank lines for providing request information.

(School Site Administrator must attest and then INITIAL each statement below in order for the Request to be considered. Please note that missing, incomplete or falsified information may result in the delay, denial, or termination of the Request or any future Requests).

I have verified that coaches, organizing persons, or employees shall not be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. A coach shall not be reimbursed for coaching services from any source other than the school funds without the approval of the school's governing board.

I verify that the proposed activity will not violate any CIF or LAUSD rules and regulations.

I agree and acknowledge that the District employee/applicant from this school site will supervise the activity requested and maintain the upkeep of the facility (indicate name and employee number above).

I have verified that coaches or organizing persons will not be collecting any funds or gratuities from any participants for this activity/event.

I understand and agree that no Beyond the Bell, Civic Center Permit personnel coverage, nor payment thereof, will be provided.

I understand the guidelines listed above and certify that the information is true and correct. Final determination of any partial waiver or reduction of fees will be made by the Civic Center Administrator.

School Site Administrator Name (PLEASE PRINT)

School-Site Administrator Signature

Date

ATHLETIC OFFICE USE ONLY

CIVIC CENTER OFFICE USE ONLY

Request Authorized: _____ Request Denied: _____

Request Authorized: _____ Request Denied: _____

Fees Waived: _____ Reduced Fees: _____



**LOS ANGELES UNIFIED SCHOOL DISTRICT
APPLICATION FOR CIVIC CENTER USE OF SCHOOL FACILITIES
CIVIC CENTER PERMIT OFFICE**

Date: _____

Permittee: _____
(Adult Requesting Permit)

Group Name: _____

School Requested: _____

This office reviews and processes several thousand requests a year. In an effort to effectively administer the volume of requests, please be aware that normal processing time, including approval of insurance coverage is twenty (20) calendar days after the receipt of all required documentation.

- **Application Fee** - The \$78.00 (cashier's check or money order payable to L.A.U.S.D.) **non-refundable** application fee must be included with this form. The application fee covers insurance review, scheduling, and issuance of the Civic Center Permit.
- **Insurance** - Proof of insurance is required. Please review the insurance requirements included in this packet. Insurance, along with copy of application must be submitted to Risk Management.
- **Permit Payment** - Once our office receives all approvals for your request, you will receive an Invoice to pay for your permit. Please pay at least 7 days in advance of start date. The Civic Center Office only accepts Cashier's Check or Money Order payable to L.A.U.S.D.

Your application for a Civic Center Permit may be denied if all the required documentation is not included with your request. Please carefully review all requirements prior to submitting your permit request.

REFUND AND CANCELLATION POLICIES

The \$78.00 application fee is non-refundable. Once the application and application fee are submitted, if the applicant requests a change to the dates, hours, and/or location/facilities for the permit, the District will require a new application resulting in an additional \$78.00 non-refundable application fee.

1. REQUEST FOR USE OF FACILITIES

- 1) Permits will be issued to conform to tri-annual permit periods and will be issued for one period only. **APPLICATIONS ARE DUE BY THE 15TH DAY OF THE MONTH SHOWN BELOW. PLEASE ALLOW AT LEAST TWO WEEKS FOR PROCESSING AFTER APPLICATION IS RECEIVED.**

"A" PERMIT PERIOD JULY TO OCTOBER - DEADLINE DATE IS MAY 15TH

"B" PERMIT PERIOD NOV TO FEB - DEADLINE DATE IS SEPTEMBER 15TH

"C" PERMIT PERIOD MARCH TO JUNE - DEADLINE DATE IS JANUARY 15TH

- 2) Any form of announcement or advertisement regarding activities held on school property to non-school purposes must include the following statement: "This meeting is neither sponsored by nor is it in any way connected with the Los Angeles Unified School District." If announcement is in printed form, statement must appear in equally large and prominent type.
- 3) Applications from returning partners and new applicants may be received no earlier than 30 calendar days prior to the application deadline and no later than 20 calendar days prior to anticipated use.

2. WHO MAY APPLY

The use of school facilities, when such use will not interfere with the conduct of the school program, may be granted for non-school purposes to citizen groups or organizations which may engage in supervised recreational activities, or may meet and discuss any subjects and questions which appertain to the educational, political, economic, cultural, artistic and moral interests of the citizens of the community in which they reside.

3. RESTRICTIONS AND PROHIBITIONS

- 1) Meetings shall be inclusive, shall be open to the general public and shall be conducted in the English language provided however, that for good cause the District may approve meetings in another language provided an interpreter is present.
- 2) Issuing of a Civic Center Permit shall not be contingent upon contributions or donations to schools, school programs, school events and booster clubs, etc.

Civic Center Permit Application (contd.)

- 3) Nothing shall be sold, offered or advertized for sale on school premises including, but not limited to items of literature. This restriction shall not apply to activities for which a direct cost is made by the applicant.
- 4) School premises shall not be used later than 10:00 P.M. by non-school groups or during the hours that school is in session except upon special permission of the Principal and the permit issuing office. Any granted exceptions may result in additional fees.
- 5) School premises shall not be used as campaign headquarters for any purpose by any person, group, club or organization.
- 6) Usage of school by a single organization or activity may be limited in order to ensure an equitable distribution of Civic Center Permits among the various organizations and activities.
- 7) No permit shall be issued for ballroom dances except those sponsored by the Youth Services Section., Parent-Teach Associations, or as specifically authorized by the Superintendent.
- 8) ~~Meetings shall be non-exclusive and shall be open to, and of interest to, the general public.~~
- 9) Permits for the use of cafeteria and other facilities for the serving of food may be issued only in conjunction with Civic Center meetings/activities; with the consent of the Principal; and the approval of the Food Services Branch.
- 10) There will be no smoking within any building or in any other place on the school site.
- 11) The following are prohibited: the use of profane language, possession of or use of intoxicating liquors or narcotics, quarrelling or fighting, betting or other forms of gambling, card playing, conducting raffle or lottery. No activity shall be conducted which constitutes a violation of any local, state, or federal law.
- 12) No structures may be erected or assembled on school premises, nor may any electrical, mechanical or other equipment be brought thereon unless special approval has been obtained from the office issuing the permit in compliance with Los Angeles Unified School District standards.
- 13) No gratuities shall be given to or accepted by District staff.
- 14) All school grounds shall be left in the same order, condition and degree of cleanliness as existed at time of entry.
- 15) Any use of school facilities for non-school purposes shall comply with all state and local fire, health, penal and safety laws and regulations.
- 16) After one-half hour waiting period, school premises will be locked if the group has not arrived.
- 17) This permit is granted to the applicant only. This permit is not transferable or assignable. "No shows" may be grounds for revocation.

4. FEE REFUND

Any service costs, fees or deposits may be refunded in the event of cancellation of the request, provided that such cancellation is received by the school facility, and the Civic Center Permit Office at least 36 hours prior to the time of scheduled use, or if the permit is granted for a weekend, at least one work day prior to the time of scheduled use. If it can be shown that the cancellation was beyond the control of the applicant, the Civic Center Permit Office shall determine if a refund shall be made.

5. STATEMENT OF UNDERSTANDING, WAIVER OF LIABILITY & INDEMNIFICATION

- Applicant acknowledges and understands that permit issuance is on an "as is" basis and any request to inspect the facility must be made prior to use.
- Applicant accepts the premises and facilities in their present condition, and stipulates that the premises and facilities are clean, safe, and in usable condition.
- Applicant accepts the premises "as is" and assumes all risks of any condition of the property, whether visible or not.
- Applicant, at its sole cost and expense, shall obtain all necessary licenses, permits and approvals from the respective city, county or state departments or agencies.
- Applicant agrees that any failure to comply with the Agreement or obtain the necessary permits and approvals for the event shall be considered a default under the Agreement and DISTRICT may terminate the Agreement pursuant to this section.
- Applicant agrees that DISTRICT shall not be liable for any costs or expenses incurred by the Applicant arising from this Agreement.
- Applicant understands that its liability is not limited to the Applicant's policy limits and Applicant understands that this provision is a material term of the permit for use of the premises and facilities.
- In the event that the Applicant fails to perform in accordance with the insurance and indemnification requirements, or otherwise breaches any other provisions of the Civic Center Permit for use of the premises and facilities, the Los Angeles Unified School District shall be entitled to recover all legal fees, costs and other expenses incident to securing performance or incurred as a consequence of nonperformance of the Applicant.
- Applicant agrees to protect, defend, indemnify, save, and hold harmless the Los Angeles Unified School District, the Board of Education of the City of LA, and all officers, agents, employees, and representatives free and harmless from any

Civic Center Permit Application (contd.)

and all liability, loss, damage, cost or expense in any way connected with Applicant's use or occupancy of the premises and facilities.

6. APPLICANT ATTESTS

The applicant has read and understood all terms and conditions of this permit application hereof. The applicant further represents that the information provided is true and correct. Misstatements, misrepresentations or omissions may cause cancellation, delay or refusal of permit requests.

Education Code Section 38136 Determination of intention; statement of information; discretion of board

No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of Section 38135.

For the purpose of determining whether or not any individual, society, group, or organization applying for the use of the school property intends to violate Section 38135, the governing board shall require the making and delivery to the governing board, by the applicant of a written statement of information in the following form:

STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That _____, the organization on whose behalf he or she is making

(Insert Applicant Name)
application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States.

This statement is made under the penalties of perjury.

Signature of Applicant

Title or Office Held by Applicant

Printed Name of Applicant

Date

Please return **all 3 pages** of this form and \$78 application fee (cashier's check or money order only) completed and signed to:

Los Angeles Unified School – Civic Center Permit Office
333 S. Beaudry Ave., Suite B2-216
Los Angeles CA 90017
213-241-6900
civiccenterpermits@lausd.net

For Office Use Only	
Received By:	_____
App. Fee Submitted:	___ Yes ___ No
Insurance Exp. Date:	_____
Approved:	___ Yes ___ No



LOS ANGELES UNIFIED SCHOOL DISTRICT
REQUEST FOR FACILITIES USE

For Office Use Only
Date rec'd
Reviewer
Date forwarded
CC LASU RM

Requests must be received no later than 45 days before the first day of your requested use.

I. APPLICANT INFORMATION

Date: _____

Please indicate your organization type below and fill in the required applicant information.

FOR LAUSD SCHOOLS OR OFFICES, PROP 39 /CO-LOCATED CHARTERS (only):

- LAUSD School or Affiliated Charter
LAUSD Board Member or District Offices
Prop 39 / Co-Located Charter School

School/Office Name: _____

LAUSD Contact Person: _____ E-mail: _____

Phone: () _____ Fax: () _____

Will this event/activity be co-sponsored by other organizations? YES NO

Please list additional sponsors here: _____

OTHER APPLICANTS:

- Civic or Service Group or one of the following groups: i.e. Boy Scouts, Girl Scouts, Camp Fire Girls, Good News Club or School Advisory Councils
Other Schools or Private Schools
Public or Governmental Agency
Neighborhood Council
Off-Season Coach
PTA / PTO / Booster
Religious Organization
Non-profit with 501(c)(3) (Number #)
Other (describe)

Applicant or Organization Name: _____

Address: _____ Contact: _____

Driver License or ID# _____ State where issued _____ Website _____

Phone: () _____ Fax: () _____

Cell: () _____ Email: _____

II. SCHOOL WHERE EVENT/ACTIVITY WILL TAKE PLACE:

a. 1st choice _____ School Contact & Title: _____

b. 2nd choice* _____ School Contact & Title: _____
(*2nd choice required only if applying for a recreational permit.)

III. EVENT/ACTIVITY DESCRIPTION

(a) Please mark an "X" in the columns to the right to indicate your responses to the questions

- Will this event occur during school hours?
Will any District or Student Body funds be used?
Will fees, admission or donations be charged or collected for this event/activity?
If YES, how much per person? \$ _____ Per day \$ _____ Per week \$ _____

Table with 2 columns: YES, NO and 3 rows for questions 1, 2, and 3.

Describe intended event, program or use in detail (Use separate sheet if necessary.) Please attach corroborating information such as copy of flyer or advertising, list activities, detailed agenda or schedule and event itinerary.

(b) Will any of the items or categories below be a part of the intended event? (Check all activities applicable to your event.)

- Animals, BBQ, Fireworks, Fundraiser, Festival/Fair/Carnival, Sports clinics/camps, Inflatables/Jumpers, Childcare/Enrichment, Cultural activities, Religious services, Concert/performances, Beautification Event (i.e. gardening, tree planting, murals or painting, campus clean-up), Meetings - Check One: Open to the Public, Closed to the Public or by invitation only

Topic to be covered: _____

(c) Will there be food / food concessions at event? YES NO
 If YES, Pre-packaged food Catering Food Trucks
 Other (explain) _____

IV. REQUESTED DATE(S) / TIME(S):

You may attach additional sheets if necessary.

	Event/Program Dates		Times		Specify days of use (i.e. daily, only Mondays)
	From:	To:	From:	To:	
Date(s):					
Date(s):					
Date(s):					
Rehearsal					
Set-up					
Tear-down					

V. ATTENDANCE: Participants/Spectators:

(a) Number of participants _____ (b) Number of spectators _____
 (c) Will minors (individuals under the age of 18 years old) be participating in this event? YES NO
 (d) What percentage of participants live within boundaries of LAUSD? _____

VI. REQUESTED FACILITIES:

Check all facilities to be used:

- **Indoor Facilities:**
 - Auditorium Classrooms, number of classrooms _____
 - Cafeteria Dining Area only Library Multipurpose Room
 - Other (please specify) _____
- **Recreational Facilities:**
 - Gymnasium Middle School Gym High School Gym: Small Large
 (Check appropriate school/gym size if applicable)
 - Football Field Soccer Field Tennis Courts Track Field
 - Swimming Pool Baseball/Softball Diamond Other _____
- **Outdoor or Other Facilities:**
 - Outdoor Lunch Area Playground/Blacktop Quad
 - Other _____

VII. Parking/Parking Operations:

NOTE: Availability of parking or sufficient parking to accommodate your use during any event is not guaranteed and is at the discretion of the school or District office.

- (a) Check all areas to be used for parking: Street Parking Parking Lot Playground / Blacktop
- i. Parking will be (check one): SELF PARKING (no parking operator)
 PARKING OPERATOR/VALET COMPANY
- ii. If the applicant is not a parking operator, please provide the name of the company providing services here: _____ (NOTE: Parking operator will also be required to provide insurance.)
- iii. Will shuttle services be provided? YES NO Operator Name (if different from above): _____
- (b) Number of cars anticipated? _____
- (c) Will a fee be charged to park? YES NO
 If YES, how much per vehicle? \$ _____ Per day \$ _____ Per week \$ _____

VIII. Will District equipment be required? Describe below (Audio visual, lighting, tables, chairs, etc.) YES NO

(Applicant must request the use of furniture and equipment with the school administrator. Additional fees may be required to be paid for rental of equipment and technical services.)

IX. Insurance Requirements

See page 4 for Standard Insurance Requirements which are subject to change. Actual insurance requirements will be determined by the nature and scope of your event or activity.

By signing below, the Principal, Administrator or applicant represents that the information provided in this Request for Facilities Use is true and correct. Misstatements, misrepresentations or omissions may cause cancellation, delay or refusal of this facilities use request.

PRINCIPAL / ADMINISTRATOR SIGNATURE:

Signature of Principal or Administrator required only for LAUSD school/Office/Prop 39/Co-located Charters events

OTHER APPLICANT SIGNATURE:

Signature and Date

PRINT NAME and TITLE

Name of School or Office

Signature and Date

PRINT NAME and TITLE(if applicable)

Name of Organization

Forward your completed Request for Facilities Use form as follows:

Scan and email to: facilities-use@lausd.net

OR

Mail or walk-in application to:
Los Angeles Unified School District
Civic Center Permit Office
333 S Beaudry Avenue, Suite B2-216
Los Angeles, CA 90017

Should you have any questions, please contact:

**Leasing and Space Utilization Office 213-241-6785
Civic Center Permit Office 213-241-6900**

PLEASE BE ADVISED THAT COMPLETION OF THIS FORM AND/OR ACKNOWLEDGEMENT OF RECEIPT OF THIS REQUEST FOR FACILITIES USE DOES NOT CONSTITUTE APPROVAL OR PERMISSION TO MOVE FORWARD WITH YOUR REQUESTED USE.

After the initial review of this completed Request for Facilities Use, this form will be forwarded to one of the offices below for further handling.

- Division of Risk Management
- Civic Center Permits
- Leasing and Space Utilization

Additional documents may be required by these offices prior to formal approval of your request.



Los Angeles Unified School District

STANDARD INSURANCE REQUIREMENTS

The District requires that all vendors, contractors, professional service providers and other entities that associate with the District comply with requested insurance requirements and provide evidence of insurance certification. All applicants shall, at its own cost and expense, procure and maintain the following coverage during the entire period of use of the premises and/or facilities and all deductibles or Self-Insurance Retentions (SIR) shall be declared in writing, and all deductibles and retentions above \$25,000 require District approval.

- ❖ **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$50,000 fire damage
 - \$5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products/completed operations aggregate
- ❖ **Business Auto Liability Insurance** for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence. If no company or organization autos will be used, then an **Auto Liability Statement** must be completed.
- ❖ **Workers' Compensation and Employers Liability Insurance** in an amount covering full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors or organizations with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed **Workers' Compensation Statement**.

- ❖ **Abuse and Sexual Molestation coverage** (applicable when youth are involved in any capacity)
 - \$1,000,000 per occurrence/\$1,000,000 aggregate

The Certificate Holder portion of the insurance certificate **must** be listed as follows:

Los Angeles Unified School District & the Board of Education of the City of Los Angeles
333 South Beaudry Ave, 28th Floor
Los Angeles, CA 90017

Additional Insured Endorsement

The Commercial General Liability policy and the Commercial (Business) Automobile policy **must** contain an additional insured endorsement in favor of:

“Los Angeles Unified School District and the Board of Education of the City of Los Angeles”

THE ACTUAL INSURANCE REQUIREMENTS WILL BE DETERMINED BY THE NATURE AND SCOPE OF THE ACTIVITY AND IS SUBJECT TO CHANGE.

333 South Beaudry Avenue, 28th Floor, Los Angeles, CA 90017

riskfinance@lausd.net - Telephone (213) 241-0329 – Fax (213) 241-8956 – TTY (213) 241-6882



Division of Risk Management and Insurance Services

Vendor (Independent Contractor) Name: _____

Please Print

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of part of the insurance requirements being waived, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge from liability, and covenant not to sue, Los Angeles Unified School District (LAUSD), its officers, employees, and agents for liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from this activity, but not limited to, services or products provided.

Activity or services provided: _____

Signature

Date

Assumption of Risks: Engaging in the above activities/services carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, mistakes, errors or omissions. The specific risks vary from one activity to another, but range from physical injuries such as from slips and falls to personal property damage or loss to include minor auto accidents or other unforeseen accidents.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in this activity/event. I hereby assert that I do not currently maintain

Business Automobile Liability

(Check one or both boxes)

Worker's Compensation

coverage for these risks, whether first party or third party, and that I knowingly assume all such risks as a part of the consideration for this activity and I understand I will not be covered by any of LAUSD's liability insurance coverage, whether self-insurance or commercial coverage.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the LAUSD HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of participation in this event, activity or services and to reimburse LAUSD for any such expenses incurred by the District.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement. I fully understand its terms and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature

Date