

**SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION**

3350 Education Drive  
San Luis Obispo, CA 93405  
(805) 782-7251

**Use of Facilities Application**

Note: Please email the completed application and proof of insurance to [ops@slocoe.org](mailto:ops@slocoe.org). We will contact you once the application has been reviewed and *tentatively* approved. You will then be required to provide a 50% deposit and sign the application in-person at least **30 working days in advance** of activity.

Date: \_\_\_\_\_

**Applicant Information:**

Name of Organization: \_\_\_\_\_ Contact Telephone: \_\_\_\_\_

Individual Applicant's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Organization Mailing Address: \_\_\_\_\_

**Please Select Location Requested:**

<input type="checkbox"/> SLOCOE Board Rm Capacity 40	<input type="checkbox"/> Morro Road Education Center Room 107 Capacity 45	<input type="checkbox"/> Rancho El Chorro Kitchen & Cafeteria	<input type="checkbox"/> Rancho El Chorro Bar-B-Q/Lower Picnic (only) (included if renting Full Site Grounds)
<input type="checkbox"/> SLOCOE Training Rm Capacity 20	<input type="checkbox"/> Rancho El Chorro Full Site Grounds (incl. bath house)	<input type="checkbox"/> Rancho El Chorro Cabins Sleeps 8	<input type="checkbox"/> Other SLOCOE Facility: _____ (name of facility) <i>Requires specific approval</i>
<input type="checkbox"/> Loma CS Gymnasium Capacity 100	<input type="checkbox"/> Rancho El Chorro Auditorium Cap 100 (incl. Conference Rm-Cap 12)	<input type="checkbox"/> Rancho Vista Cabin Sleeps 8	
<input type="checkbox"/> Loma CS Gymnasium Capacity 100 w/ Kitchen	<input type="checkbox"/> Rancho El Chorro Conference Room Capacity 12	<input type="checkbox"/> Rancho El Chorro Yurt Village	

Describe purpose/event: \_\_\_\_\_  
\_\_\_\_\_

Date(s) \_\_\_\_\_ Hours: \_\_\_\_\_ to \_\_\_\_\_ Full day  Half day  Number of anticipated participants: \_\_\_\_\_

Open to Public:  Yes  No Admission Fee:  Yes  No

Will literature or other merchandise be sold?:  Yes  No Will funds be solicited?:  Yes  No

Additional Comments/Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Civic Center Act:** The County Office of Education is permitted to make reasonable rules governing the use of their facilities and in certain situations, charge reasonable fees. (CEC Sections 38130-38139)

**Required Certification:** Applicant(s)/Permittee(s)(Permittee) hereby certifies that he/she is an "authorized person" of the permittee organization. Permittee further agrees that in addition to the liability of the organization, the signatory individual of the Permittee agrees to also be jointly and personally liable for all costs and liabilities as outlined on both sides of this form.

**Required Hold Harmless and Indemnification:**

I, \_\_\_\_\_, and \_\_\_\_\_ (names of the Signatory individual and Organization, Permittee)

agree to both personal and joint liability as an organization to indemnify, hold harmless and defend the San Luis Obispo County Office of Education, the County Superintendent of Schools, the County Board of Education, the individual members thereof, and its agents, officers, volunteers and employees from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by the County Office of Education, the Permittee or any other person and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of this permit or the use of this facility. The Permittee's obligations under the preceding sentence shall apply regardless of whether the County Office of Education or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability fines, penalties, forfeitures, cost of damages caused solely by the active negligence or by the willful misconduct of the County Office of Education.

**AFFIDAVIT**

(Pursuant to Section 38136 of the Education Code)

I, \_\_\_\_\_, as an officer of \_\_\_\_\_, or as a member authorized to represent the above-named organization, do hereby certify that the facts stated in the foregoing application are true of my own knowledge, except as to the matters which are therein stated on my information or belief, and as to those matters that I believe them to be true; that I have read the rules and regulations attached and agree to be bound by them; and that the facility of the San Luis Obispo County Office of Education that is sought to be used hereto in this application is not to 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 by force, violence, or other unlawful means.

Further, in compliance with federal and state laws and County Board of Education policy, I certify that the above-named organization prohibits discrimination based on race, sex, color, religion, age, handicap, ancestry, or national origin.

I have read the above and reverse of this application and agree to the terms:

**Applicant's Signature:**

**Date:**

\_\_\_\_\_

## **SECTION 1 - REGULATIONS GOVERNING THE USE OF THIS FACILITY**

1. Use of the facility shall not be permitted for private or personal gain.
2. If guards or special police are required by the County Office of Education, the cost of such personnel will be borne by the sponsoring organization.
3. Foodstuffs and other commodities may not be sold without special food vendors insurance.
4. Display of signs must be approved by the County Office of Education.

## **SECTION II – INSURANCE**

**INSURANCE** – Permittee shall furnish the County Office of Education, 10 working days in advance of the occupancy time of this permit and PRIOR TO THE ISSUANCE OF THIS PERMIT, a Certificate of Insurance and an Additional Insured Endorsement, naming the San Luis Obispo County Office of Education, its officers, employees, agents and volunteers as Additional Insured. Said Insurance shall be issued by an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A-/VII” in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by the County Office’s Risk Manager or representative. Required insurance shall include:

- A) Commercial General liability insurance which shall include contractual, products, and completed operations coverages, bodily injury, and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B) Workers’ Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements, shall serve to imply or reduce the Permittee’s liabilities or obligations for liability under the Indemnification provision of the Permit and Agreement.

## **SECTION III – DAMAGE TO COUNTY OFFICE OF EDUCATION (COE) PROPERTY**

1. Permittee agrees both as an organization and as signatory individual to be jointly and personally responsible for all damage to the San Luis Obispo County Office of Education property that may arise during or by the permitted activity.
2. INSPECTION OF PROPERTY: Permittee agrees to inspect property prior to and after occupancy and/or use to assure that it is in safe condition and in proper repair.

## **SECTION IV – FIRE AND SAFETY REGULATIONS**

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No device which produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.

**SECTION V – GENERAL RULES (Ref. Calif. Ed. Code Sections 40040-40058)**

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use or occupancy of the property for other than public school purposes shall be secondary and subordinate to this primary purpose. Final approval for use of facilities shall not be granted more than ninety (90) days in advance.
2. It is agreed that any permit may be revoked without previous notice, at no expense to the County Office of Education. The County Office of Education will make reasonable efforts to provide reasonable notice.
3. Use of alcohol, drugs, and other intoxicants on COE school sites is absolutely prohibited.
4. No smoking shall be permitted on the premises.
5. No gambling shall be permitted on the premises.
6. No program shall contain matters that might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitate for changes in our form of government or social order or by violence or unlawful methods.
7. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public.
8. All organizations shall properly supervise all attendees. Juvenile organizations must have adequate adult supervision and sponsorship.
9. Use of buildings or grounds may be granted for a period not to exceed one year. However, applications are renewable each July, or may be revoked at any time at the discretion and or needs of the County Office of Education.
10. This permit is not transferable.
11. If any group activity results in the destruction of school property, the group shall be charged an amount necessary to repay damages and further use of the facility may be denied.

**SLOCOE USE ONLY:**

Appropriate Activity	Facility Available	APPLICATION DENIED (see comments below)	
Room Set-Up Received	Maintenance Staff Available	Certificate of Insurance Received	Fees Received
Hospitality/Catering/Cleanup			

**Applicable Fees:**

Rental:	Processing Fee: \$10	Deposit (50% of Total):	Custodial Overtime:
<b>Total Fee Due:</b>			

<b>Restrictions:</b>
<b>Comments:</b>
<b>Director of Operations:</b>
<b>Date:</b>

**Billing:**

<b>Deposit Account:</b> 01-9693-0-8650-0000-0000-000-6000-2200	\$	
<b>Revenue Account:</b> 01-9693-0-8650-0000-0000-000-6000-0000	\$	(85%)
<b>Revenue Account:</b> 01-0000-0-8650-0000-0000-000-6000-0000	\$	(15%)
<b>Invoice Date/s (forward copy to AR):</b>		
<b>Director of Fiscal Services Approval:</b>		
NOTES:		