



Orange Unified School District Facilities Use Process Flowchart

- Organizations wishing to use OUSD facilities should obtain, complete and return an “Application and Permit for Use of School Facilities” form at the site they wish to use. Applications for Fred Kelly Stadium can be obtained at the Use of Facilities office. All applications must be submitted not less than 15 days nor more than 90 days prior to the requested use date.
- The site principal, or designee, after verifying the availability of the requested facilities, will sign the form and forward it to the Use of Facilities office at the District Office. To expedite the application approval process, please attach a certificate of insurance (naming the district as additionally insured) and the proof of federal non-profit status, if applicable.
- **Incomplete applications will be returned to the school.** Insurance must cover ALL dates on the application. If not, a separate application with updated insurance will need to be submitted. District Office staff will review insurance certificates and federal non-profit status forms for compliance.
- Use of Facilities staff will verify with the site principal that there is sufficient custodial coverage. If sufficient coverage is not available, Use of Facilities staff will coordinate scheduling custodial staff with the principal or the Asst. Director of Operations, to ensure coverage.
- Use of Facilities staff will determine if the applicant is a Group A – Civic, Group B – Non-Profit, or Group C – Commercial user. The three classes of users are defined in Board Policy 1330.
- Fees will be estimated based on the user’s Group designation, the facility being used, the time of day, the length of time of use, any additional services required (custodial, kitchen, security, etc.), and additional direct costs (such as utility surcharges) that may be incurred as a result of the proposed usage.
- Upon payment of the applicable deposit and verification of documentation, a copy of the approved application will be sent to the applicant, the school site, and OUSD security staff. It is the applicant’s responsibility to have a copy of the approved permit with you at all times while using OUSD facilities.
- Subsequent to the use, an accounting will be provided to the applicant and any excess deposit will be refunded within two weeks or credited for future use. If the estimated fees are not sufficient to cover the costs, additional charges must be paid within two weeks or future Use of Facilities applications will be suspended pending payment.

ORANGE UNIFIED SCHOOL DISTRICT
1401 North Handy Street, Orange, CA 92867

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

Email: _____

- A. Group/Organization _____
- B. Billing Address _____
- C. Representative/Applicant: _____

Daytime Phone
Alternate Phone
- D. Insurance Carrier: _____

E. DECLARATION OF APPLICANT:

1. The undersigned agrees to defend, **Indemnify and Hold Harmless** the Orange Unified School District, its board of trustees, agents and employees, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause including the district's negligence, that may arise in any way from or be alleged to be caused by the undersigned's use or occupancy of district facilities, furniture or equipment. The undersigned further agrees to provide a certificate of insurance, naming the district as an additional insured for liability coverages satisfactory to the district.
2. I, the undersigned, hereby certify that I will be personally responsible on behalf of the group/organization for any damages sustained by the school building, furniture, equipment, or ground accruing through the occupancy or use of said building and/or use of said building and/or grounds by the group/organization, normal wear and tear excepted.
3. I hereby certify that I have received and read the rules, regulations, as stated in ATTACHMENT A and that I, and the organization which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the District and its authorized agents which may be communicated to the applicant.
4. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant/organization to act in its behalf in making application for use of said facilities.

Signature _____

(Name)
(Position)
(Date)

FACILITY: SCHOOL / SITE REQUESTED FOR USE: _____

Under no circumstances may an event take place until Use of Facilities Department has approved the application and a permit issued.

ROOM/FIELD/GYM/POOL	BEG. DATE	END DATE	DAY/S OF WEEK	HOURS FROM	HOURS TO	TOTAL HOURS	EST. ATTEND.

- F. Description of Activity _____
- G. Expected Revenue Funds _____ H. Use of Revenue Funds _____
- I. Group's On-site Representative _____

(Name)
(Daytime Phone)
- J. Principal/Site Administrator _____
- K. Comments: _____

DISTRICT OFFICE:

CHARGES:

- A. INSURANCE POLICY EXPIRATION DATE: _____ ROOM _____
- B. Comments: _____ CUSTODIAN _____
 _____ OTHER: _____
- DISTRICT APPROVAL: _____ DATE: _____

**ORANGE UNIFIED SCHOOL DISTRICT
APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES**

Initial Use and occupancy of school property shall be primarily for public school purposes. Any authorized use of the property for other than public school purposes shall be subordinate to this primary purpose.

ELIGIBILITY FOR USE

- ___1. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-stop purposes. They must adhere to the rules and regulations as set forth by the Governing Board of Trustees. In general, the subject matter of such meetings shall pertain to the recreational, educational, scientific, literary, economic, political, artistic or moral interests of the Community, or for the discussion of matters of general or public interest.
- ___2. All groups qualifying for use of OUSD facility fall under the provisions of the Civic Center Act and Board Policy, even as amended from time to time. **Use of religious services must be in accordance with the following: a fair market rental will be charged, religious organizations may use school facilities in accordance with E.C. 38130-38139.**
- ___3. A. All groups shall comply with applicable city ordinances relating to business and charitable solicitations.
- ___4. Specific restrictions are contained in the laws of the State against the use of school property by subversive groups, for denominational or sectarian purposes, or if the purpose of the meeting is immoral, offensive, or harmful activity. **The facilities 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.**

SAFETY

- ___5. A Civic Center permit does not necessarily authorize the use of certain school district equipment nor the use of any student body equipment; Arrangements for the supervision, operation and payment for the use of any special equipment made available shall be made with the school administrator approving the permit.
- ___6. No structures may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the school administrator issuing the permit.
- ___7. Any use of school facilities for non-school purposes shall comply with State and local fire, health and safety laws.

FEE/RENTAL CHARGE

- ___8. Charges shall be determined from the Board-approved Table of Charges at the time the permit is issued or after group receives a copy of the approved application/permit.
- ___9. All fees may be paid by cash, certified check, personal check, or cashier's check made payable to Orange Unified School District.
- ___10. Rental rates do not include custodians, cafeteria personnel, ushers, stagehands or other personnel of a similar nature.
- ___11. OUSD Use of Facilities Department must receive written cancellation notice five (5) or more days to permit event date to avoid full charges. Receipt of written cancellation made less than five (5) days prior to permitted event may result in charges to the applicant as though the facility were used.

SPECIAL REGULATIONS

- ___12. No booking will be made which will interfere with any arranged school function. **School use of all facilities has first consideration and permits are revocable at any time.**
- ___13. Attach a Certificate of Insurance verifying that the Applicant has General, Professional, Automobile, Worker's Compensation and Abuse & Molestation liability coverages applicable to bodily injury and property damage with a limit of liability of at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Orange Unified School District shall be named as the ADDITIONAL INSURED.
- ___14. When food service in a cafeteria or kitchen is desired, arrangements must be made through the Director of Nutritional Services.

GENERAL RULES GOVERNING USE

- ___15. The school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition that may cause a disturbance of the peace.
- ___16. No Alcoholic beverages, narcotics, weapons, dangerous objects, tobacco products, golfing, skateboarding, or dog/pet-walking shall be used/allowed on school district property.
- ___17. All applications must be directed to the **school administrator** of the facility not less than **15 days before** and no earlier than **90 days before** the desired use is to take place.
- ___18. The term "Organization" is defined to mean any persons or group of persons who make application for the use of school property or facilities. If the applicant is only one person, or two or more persons joined together in a partnership, the application must be signed by the person or by a majority of individuals who make up the partnership. If the agency is an organized group, the person making the application shall show evidence of authority to engage for such use of school facilities.
- ___19. Any stage props used must be completely fireproofed by a certified agent of the user. The School District may request a certification from the Fire Department that all stage props have been certified as fireproof.
- ___20. School facilities or property will not be available for any entertainment involving the use of live animals of any type, kind or size, nor is straw, hay or any readily combustible material of a like manner to be used in any activity. This is due to a condition of sanitation and fire hazard.
- ___21. When a special activity takes place such as a television or radio broadcast and extra equipment is necessary, such as telephone lines, etc. the District Administration may require a special advance deposit from the applicant to help defray the cost of the special equipment. Any balance of the unused deposit will be returned to the applicant within ten (10) days after the date of the activity.
- ___22. When the general public is allowed to park automobiles in school parking lots, they must park in designated areas and in such a manner as to allow clear access to all buildings and fire hydrants.



Insurance Requirements

Certificates of Insurance and Endorsements must include the following:

1. The General Liability certificate of insurance (COI) (Acord 25 or similar form) is to be issued by the third party's insurance company or broker (Producer), which reflects the District as the Certificate Holder and include the "District's" address.

Certificate Holder Information:

Orange Unified School District
1401 N. Handy Street
Orange, CA 92867

2. Does the COI reflect the correct name of the insured?
3. Does the COI cover the dates of the event/contract? Coverage must be in force for the complete term of the contract. If the coverage(s) expire during the term of the contract, the District must receive a new COI and Additional Insured Endorsement at least ten (10) days prior to the expiration of the policy(ies).
4. Is/are Insurer/Insurers Affording Coverage maintain/maintaining an A or better rating with A.M. Best? A.M. Best's financial strength rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

To look up an insurer's financial rating, please go to www.ambest.com. Go to Advanced Search under "Ratings & Analysis". You may search by insurer name or by NAIC #. Once the insurer name or the NAIC # is inputted, click on search and the financial rating should appear.

5. Does the COI include policy numbers and not TBD?
6. Does the COI have the Commercial General Liability and Occurrence boxes checked? Does the COI have "Any Auto" under Automobile Liability checked? Does the Workers' Compensation box have "Statutory Limits" checked and \$1,000,000 limit for Employer's Liability for "Each Accident", "Disease - Ea Employee", and Disease - Policy Limit"?
7. Description of Operations: A brief description of the event or activity, location, and dates if at all possible.
8. Signature of Producer's/Broker's Authorized Representative must be reflected on COI.

9. An endorsement is to be issued, specifically naming Orange Unified School District as **Additional Insured** with respects to the insured's general liability policy. The policy number on the certificate of insurance must match the policy number on the endorsement (If Blanket Additional Insured Endorsement is not provided).

Primary wording for endorsement (May not be included if Blanket Additional Insured Endorsement is provided):

The Orange Unified School District is named as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Orange Unified School District shall be excess and noncontributory.

Required Limits:

The District has the right to re-evaluate the following limits to determine whether or not they are suitable based on the nature of the event/activity/contract.

General Liability:

\$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate

Sexual Abuse/Molestation (May be included under General Liability):

\$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate

Automobile Liability:

Personal transportation vehicles that are driven onto and parked on school property California State minimum requirements for private passenger vehicles:

\$15,000 injury/death to one person
\$30,000 injury/death to more than one person
\$5,000 damage to property

Commercial vehicles that are used to provide services (Food Services):

\$1,000,000 minimum limit per occurrence

Workers' Compensation and Employers Liability:

Proof of Workers' Compensation coverage with statutory limits is required if the vendor/consultant has employees.

Employer's Liability

Each Accident: \$1,000,000
Disease - Each Employee: \$1,000,000
Disease - Policy Limits: \$1,000,000

Resources for obtaining insurance coverage and endorsements for your event are located at the end of this packet. If you require additional assistance in meeting these insurance requirements please contact Risk Management at (714) 628-5390.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/16

PRODUCER ABC Insurance 1234 Apple Street Orange, CA 12345 Jane Smith	1	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC #
INSURED BMX Riders, Inc. 543 Dale Avenue San Clemente, CA 92673 Sarah Do	2	INSURER A: ABC Insurance Company	#1234
		INSURER B: DEF Insurance Company	#5678
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	AB123456789	07/01/15	07/01/16	EACH OCCURENCE	\$1,000,000
			5	3	3	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$N/A
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
							\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	AB123456789	07/01/15	07/01/16	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
			5	3	3	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
B	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CW123456789	07/01/15	07/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
			5	3	3	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	<input checked="" type="checkbox"/>	OTHER SEXUAL ABUSE/MOLESTATION	DE123456789	07/01/15	07/01/16	EACH OCCURENCE	\$1,000,000
						AGGREGATE	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Insert a brief description of the event or activity, location, and dates if at all possible.

Note: If third party is providing a blanket Additional Insured Endorsement to the District, you may see the following verbiage under this section: Orange Unified School District is added as an Additional Insured as required by written contract.

CERTIFICATE HOLDER Orange Unified School District 1401 N. Handy Street Orange, CA 92867	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>John Doe</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Policy Number: AB123456789

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PART.

SCHEDULE

Name of Person or Organization:

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Orange Unified School District
1401 N. Handy Street
Orange, CA 92867

The Orange Unified School District is named as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Orange Unified School District shall be excess and noncontributory.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Keenan & R.V. Nuccio

PTO/PTA Policy Information

2015-2016

GENERAL LIABILITY

Limits: \$1,000,000/\$2,000,000
Limit Includes:
Bodily Injury
Personal & Advertising Injury
Products & Completed Ops
Host Liquor
Fire Legal
Sexual Misconduct
No Deductible
Premium: \$155.00 (\$65 PTA Groups)

PROPERTY

Limits: Starting at \$10,000
Deductible: \$500
Premium: \$100 (minimum)

CRIME

Limits: Starting at \$10,000
Deductible: \$500
Premium: \$83.00 (minimum) (\$64 - PTA groups)

DIRECTORS & OFFICERS

Limits: \$1,000,000/\$2,000,000
Retention: \$250
Premium: \$50.00

ACCIDENT MED

Limits: Starting at \$10,000
Deductible: \$25
Premium: \$98.00

For more information, visit www.protectyournonprofit.com

To purchase a policy:

- Step 1:** Simply navigate to the program you would like to purchase, for example: **PTO**
- Step 2:** Click on **Quote and Purchase Online Instantly™**
- Step 3:** Click on **Continue**
- Step 4:** **Login** or **Register**
- Step 5:** Complete the application. Purchase and print policy immediately.

Note there is a Resource option within each program tab that includes guides, samples and a video clip on how to purchase a policy. The video also includes information on how to enter your school as an Additional Insured.

*Keenan has partnered with **R.V. Nuccio & Associates**, to bring an enhanced insurance product specifically designed for the activities of a PTO, Booster Club, or PTA organization. The program has been well established over the past 62 years, is internet based, and easy to use. Coverage is written through Fireman's Fund, an A-rated, admitted carrier.*

Make sure your event is covered!

Tenant User Liability Insurance

Program TULIP is designed to provide insurance for individuals (third parties) who will be holding their special events on a school or college campus.



More about TULIP

Typically the events are short-term in nature and may be up to four days including set up and tear down. In addition, coverage for participating vendors may be purchased. Events such as Bingo, auctions, and charity dinners are representative of covered events.

Eligible events are rated by the number of attendees, type of activity and duration. Once the qualifying information has been entered through the web portal, the transaction will be secured by credit card.

The application for coverage is web based. Once all information has been entered a Certificate of Liability will be emailed to the facility hosting the event. The host school or college will be named as an additional insured.

Coverage is underwritten by One Beacon Insurance, a carrier admitted in the state of California to provide insurance. Bene-Marc maintains the web portal and offers customer service support.

How to Access

Please log on to <http://www.keenan-tulip.bene-marc.com/>

Upon log-in you will be prompted to create a profile and be guided through the website. Coverage is secured through the payment of a major credit card.

For further inquiries or for assistance in processing your insurance request, please contact:

Lisa Hall 800.247.1734, ext 315

LIMITS OF INSURANCE

\$1,000,000	Per Each Occurrence
\$1,000,000	Personal & Advertising Injury Limit
None	General Aggregate Limit
\$1,000,000	Products/Completed Operations Aggregate

Optional Coverage

Liability coverage for Vendors; Extended coverage for events will be per diem and subject to underwriting approval.

Eligible Events

Parties - Anniversary, Birthday, Retirement

Festivals/Shows - Art, Classical Concerts, Choral Concerts, Educational, Harvest Festivals, Job Fairs, Musicals, Theatrical Stage Performances

Social Gatherings - Auctions, Casino, Dances, Graduation Parties, Lectures, Luncheons, Reunions, Speaking Engagements, Teleconferences, Voter Registration

See website for complete listing

Keenan
Associates

Innovative Solutions. Enduring Principles.

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