



INDIAN DIGGINGS SCHOOL DISTRICT

6020 OMO RANCH ROAD
SOMERSET, CA 95684
(530) 620-6546



Use of Facilities, Indemnity, and Insurance Agreement

(Education Code 38134(a) Private Entities)

This Use of Facilities Agreement (“Agreement”) is entered into by **Indian Diggings SD** (“District”) and _____ (“User”).

The User has requested, and the District has approved, the User’s use of **the school facility**, including restroom and parking facilities (“Facilities”), for the purpose(s) of **meetings and fundraising events, specifically** _____, a use and relationship authorized under Education Code 38131 and 38134(a) in that User is a nonprofit organization, or a club or association (other than a public agency) organized to promote youth and school activities, which will not engage in fund raising activities not designed to benefit your or public school activities on School District property. Neither the User, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from ____/____/____ to ____/____/____, unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the User, as evidenced by a jointly executed writing. Such use shall not interfere with the District’s ability to carry on educational activities, interfere with the District’s ability to carry on recreational activities, or interfere with other potential users’ authorized right to use District property, including the Facilities covered by this Agreement.

User’s right to use the Facilities is subject to a use fee of \$20.00 per hour.

At all times, the User, and its guests and invitees at the Facility, shall comply with the District’s rules, regulations, and policies, copies of which are deemed to have been provided to the User prior to the execution of this Agreement. The User and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the District’s employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The User is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

User shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User’s intended use of the Facilities. User shall ensure that the District’s property is not altered, modified or changed in any manner absent the District’s express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement.

SIA 12/07 (English)

The District shall ensure that the Facilities are timely and properly made available for use by the User. The User waives any claim against the District for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the User's property.

The parties understand and agreed that certain rights and obligations are governed by Education Code Section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

This Agreement may be terminated due to the User's discontinuance of the activities contemplated by this Agreement, the District's need to modify or negate the use of the Facilities in order to carry out its required or offered educational or recreational activities, the impossibility or impracticability caused by any actual or planned change, the modification or repair to the Facilities, or to circumstances affecting the safety or health of anticipated users of the Facilities. Notice of the termination of this Agreement is effective on 60-days written notice, absent exigent circumstances requiring termination on a more expedited basis for health or safety issues.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering the Agreement, as a whole, valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this Agreement are controlled by California law, with any disputes subject to binding arbitration, with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost effective manner. The prevailing party in such an arbitration, at the arbitrator's discretion, may be awarded reasonable attorney's fees and costs.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modification nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and User, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement

Dated: _____

By: _____

Title: _____

As Authorized Agent of the "User"

Dated: _____

By: _____

Title: _____

As Authorized Agent of the "District"