

MODOC COUNTY OFFICE OF EDUCATION

APPLICATION AND PERMIT FOR USE OF FACILITIES

Name of Applicant: _____ Representative's Name: _____

Address of Applicant: _____ Telephone: _____

FACILITIES REQUESTED MCOE CONFERENCE ROOM (40) ANNEX CONFERENCE ROOM (10)

DATES OF USE	DAY(S) OF WEEK	START TIME	STOP TIME	TOTAL HOURS	PERSON IN CHARGE

PURPOSE OF ACTIVITY: _____

EQUIPMENT NEEDED: _____

EXPECTED ATTENDANCE: _____ WILL FOOD OF ANY KIND BE SERVED? YES NO

ADVISOR / ORGANIZATION WILL BE RESPONSIBLE FOR THE FOLLOWING:
Set up of tables, chairs, audio/visual equipment, refreshments, etc. Providing coffee, cups, napkins, spoons, etc. - we supply the coffee pot only. Clean up after meeting. Tables and chairs must be returned to their original positions; Coffee pots must also be cleaned.

INSURANCE REQUIRED OF APPLICANT

Prior to use of the facility, Applicant at their expense shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Applicants operation and use of the premises and/or facilities.

As evidenced by Certificate of Liability Insurance, Additional Insured Endorsement and other Amendatory Endorsements:

Certificate Holder:

**Modoc County Office of Education
139 Henderson St.
Alturas, CA 96101**

- Commercial General Liability or Personal Liability** on an occurrence form with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate for all Applicants.
- Additional Insured Endorsement:** This is a separate form attached to the certificate. The endorsement must name the Modoc County Office of Education, its elected or appointed officials, employees, agents and volunteers as Additional Insured (or Additional Covered Party) under the general liability policy. Forms CG 2026 or CG 2011 or equivalent required. For purposes of the CG 2011 only, this Agreement shall be deemed to be a lease. Blanket Additional Insured forms are acceptable when accompanied with an approved Facility Use Agreement.
- Evidence of Primary Insurance** (either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of policy): **Applicants** insurance shall be **primary insurance** as respects to the Modoc County Office of Education, its elected or appointed officials, its employees, agents and volunteers. Any insurance or self-insurance maintained by the Modoc County Office of Education, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Any questions regarding insurance requirements, please contact the County Office for answers, clarifications, and options for securing appropriate insurance.

RULES AND REGULATIONS ON BACK

RULES AND REGULATIONS FOR USE OF MCOE PROPERTY

1. Use of facilities shall NOT interfere with the regular activities of the Modoc County Office of Education. Office activities will take precedent over non-MCOE groups.
2. The hours specified on a permit shall determine the length of time the MCOE property may be used, and special permission must be obtained from the Permit Approver's office issuing the permit before any extension of time may be allowed.
3. Gambling, fighting, or use of profane language is not permitted on MCOE property.
4. No alcoholic beverages may be consumed on grounds or in buildings, nor will smoking be permitted in MCOE building. (Business and Professional Code 25608)
5. The responsible party will maintain proper order. Further permits may not be granted to groups damaging buildings or grounds, or violating these rules and regulations.
6. No part of building will be used other than that requested.
7. The user agrees to pay for damages beyond normal wear, and to pay for the loss or damage of MCOE equipment or materials.
8. The use of scotch tape, thumbtacks, staples, or nails on any wood or painted surface is not permitted. Decorations will be removed and the premises left reasonably clean. (Special decorations shall be approved by the Superintendent or Permit Approver before setting up.)
9. No cars or trucks are to be parked on the MCOE grounds except in parking lots.
10. All fire laws shall be observed. All decorations must be flame retardant treated.
11. If necessary, reasonable charges for clean-up and/or replacement of broken items will be charged to the applicant or agency.

STATEMENT OF INFORMATION AND TERMS OF AGREEMENT

1. APPLICANT HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MODOC COUNTY OFFICE OF EDUCATION, ITS TRUSTEES, THE INDIVIDUAL MEMBERS, ALL COUNTY OFFICE OF EDUCATION OFFICERS, AGENTS AND EMPLOYEES FREE AND HARMLESS FROM ANY LOSS, DAMAGES, LIABILITY, COST OR EXPENSE THAT MAY ARISE OUT OF OR BE CAUSED IN ANY WAY BY SUCH USE AND/OR OCCUPANCY OF MCOE FACILITIES. BY SIGNING THE FACILITY USE REQUEST FORM, THE APPLICANT AGREES TO THE HOLD HARMLESS AGREEMENT.
2. Prior to a Facility Use Permit being granted, the Applicant is required to provide a Certificated of Insurance for both property and liability insurance. The Modoc County Office of Education requires a thirty (30) day notice of any change or cancellation of any insurance coverage provided. The insurance provided herein shall be primary.
3. I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant for any damages sustained by the MCOE building, furniture, equipment, or grounds occurring through the occupancy or use of said building and or grounds by the applicant, normal wear and tear excepted.
4. I hereby certify that I have received and read the rules, regulations, conditions and terms including those on the reverse side of this application and that I and the applicant 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 Modoc County Office of Education and its authorized agents which may be communicated to the applicant. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.
5. The undersigned states that to the best of his knowledge the MCOE 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 or the Government of the United States by force, violence or other unlawful means and that to the best of his knowledge it is not a communist action organization required by law to be registered with the Attorney General of the United States.

FACILITY USE DONATION SCHEDULE/STATEMENT

The rates are subject to modification by the County Superintendent. The Modoc County Office of Education reserves the right to waive the fees for nonprofit student-oriented activities and accept in lieu of contributions for fees from groups or community organizations.

By signing below, I represent that I have read and agree to abide by the rules and regulations as well as the terms of agreement as stated on the back of this form.

SIGNATURE OF REPRESENTATIVE/ ADVISOR: _____ DATE: _____

SIGNATURE OF SITE ADMINISTRATOR: _____ DATE: _____



DO NOT WRITE BELOW THIS LINE

RECOMMENDATIONS/ APPROVAL

APPROVAL: _____ DATE: _____
(Superintendent/ Assistant Superintendent)