### LAKE TAHOE UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES 1021 AL TAHOE BOULEVARD SOUTH LAKE TAHOE, CA 96150

# **Terms & Conditions**

**Important** 

#### REQUIREMENTS:

- 1. Verification of non-profit status of non-governmental organizations (IRS Tax Exempt Letter or non-profit certificate).
- 2. Certificate of Insurance naming LTUSD as a certificate holder and an additional insured endorsement.
- 3. Minimum required limits of general liability insurance \$1,000,000

\*\*Please note that use of Bases, Goals, Restroom Facilities, Announcers Booths & Score Boards are not guaranteed with reservations.

**RESERVATION PROCEDURES** are designed to assist groups desiring to use school facilities for approved activities while preserving order in school buildings and on school grounds, protecting school facilities, and ensuring that use of facilities/grounds does not conflict with their use for school purposes or interfere with the regular conduct of school work and activities.

**INSURANCE REQUIREMENTS:** All organizations or individuals requesting use of district facilities shall provide verification of general liability insurance AND name the Lake Tahoe Unified School District as an Additional Insured prior to using those facilities. A certificate of liability insurance naming Lake Tahoe Unified School District as the certificate holder and an additional insured endorsement must be presented prior to receiving District Approval. The minimum limit of liability is \$1,000,000 combined single limit for bodily injury and property damage. We will NOT accept the additional insured language typed only on the certificate, <u>a separate</u> additional insured endorsement is required.

**CANCELLATION POLICY:** Cancellation of reservations must be received in writing, not less than 7 calendar days prior to use in order to receive a refund or credit for the dates cancelled. (Any cancelled baseball games due to inclement weather, or smoke, must also cancel the Field Prep prior to the prep. Location charges will not be billed, but the \$30 field prep fee will apply if notification is not received.)

REFUND POLICY: Refunds are permitted if the cancellation policy is followed and after all LTUSD charges are paid.

**SNOW DAYS:** Snow days will be credited to the user or rescheduled at no charge, *if possible, at the discretion of site staff.* Facilities cannot be "held" at no charge to cover the possibility of snow dates.

NO DOGS, ANIMALS or PETS allowed on fields or campuses.

**ALCOHOL, DRUG & TOBACCO POLICY:** LTUSD prohibits possession, consumption, or sale of alcoholic beverages, tobacco products or any restricted substances on school property.

**NO ADVERTISING OR POSTING OF EVENT** prior to District Office (not school site) approval.

**ANY PERSON APPLYING** FOR USE OF SCHOOL PROPERTY ON BEHALF OF ANY SOCIETY, GROUP, OR ORGANIZATION **MUST PRESENT WRITTEN AUTHORIZATION FROM THE GROUP MAKING THE APPLICATION.** 

THE SCHOOL PRINCIPAL OR ASSISTANT PRINCIPAL IS RESPONSIBLE FOR SCHEDULING facility use, subject to availability and conformance to district policies and procedures. They are not approving use – only availability.

**IN GRANTING PERMISSION** for use of facilities, the district shall consider the impact on the surrounding neighborhood and may include conditions that minimize neighborhood impact.

**WHILE SCHOOL FIELDS** and other outdoor athletic facilities are generally open to all citizens, only groups with an approved use permit have exclusive and reserved use of school property. *All organized groups, teams, or activities are required to obtain approval for facility use.* 

Placement of Stakes on turf fields will result in a \$300 fine and immediate dismissal off the property.

PAYMENT IN ADVANCE: Payment of all fees due must be made at least 7 days in advance of the first use of facilities.

No food or beverage other than bottled water is allowed in any facility (tennis courts, gyms, pools, classrooms,

fields, etc.) unless approved in advance as part of the original application. NO SUNFLOWER SEEDS, NUT SHELLS, OR COLORED BEVERAGES.

ALL TRASH MUST BE PLACED IN THE PROVIDED TRASH RECEPTICLE. ANY EXCESS WASTE WILL RESULT IN CUSTODIAL CHARGES, BILLED AT \$31.00 AN HOUR. PLEASE DO A THOROUGH WALK THROUGH OF YOUR RENTED SPACE, MAKING SURE ALL PERSONAL BELONGINGS AND TRASH HAVE BEEN REMOVED.

SNOW REMOVAL AGREEMENT: The District does not guarantee that snow removal is always available.

Call 541-2850 Ext. 1056 for confirmation. Snow removal arrangements must be made prior to the event and charges will apply. Please follow the proper cancellation procedures to avoid possible snow charges and read the entire snow removal regulations.

NON-PROFIT GROUPS must be registered with the California Secretary of State as a non-profit organization. A copy of the non-profit certificate (State Charity Registration) or IRS tax determination letter must be provided.

## **Restrictions**

#### School facilities will not be used:

- By any individual or group for the commission of a crime, for the commission of any act intended to further any
  program or movement with the purpose of which is to accomplish the overthrow of the government of the
  United States or of the state by force, violence, or other unlawful means (Education Code Section 38135), or
  any act prohibited by law.
- For any activity that conflicts with their use for school purposes or which interferes with the regular conduct of school activities (Education Code Section 38133c)
- For any activity that unlawfully discriminates against an individual or group of individuals.
- For any activity that involves the possession, consumption, or sale of alcoholic beverages or any restricted substances on school property.
- For any activity that may violate the canons of good morals, manners, or taste, or be injurious to persons, buildings, grounds, or equipment.

THE **USE OF DISTRICT FACILITIES FOR FEE-BASED ACTIVITIES** such as tutoring, private music lessons, athletic coaching, or other commercial activities, whether for district students or others, requires an approved Facility Use Application, evidence of insurance, and payment of facility use fees. This applies to coaches and other part-time employees of the district as well as outside parties. *Individuals coming onto school property to work with students are subject to fingerprinting requirements.* 

**Use of school facilities should not result in costs to the district.** A refundable security deposit may be required for use of district facilities and equipment. No staff member has the authority to authorize free use of district facilities without a Facility Use Application approved by the facility's principal or designated assistant principal.

**GROUPS OR PERSONS USING SCHOOL FACILITIES ARE LIABLE** for any **property damages** caused by the activity or its participants. The Board of Trustees may charge the amount necessary to repair the damages and may deny the group/person further use of school facilities. Certain facilities (such as offices, computer rooms, or science labs) may be excluded from community use for safety, security, or liability reasons.

**SECURITY GUARD(S)** must be present at events larger than 100 attendees (however, exceptions may apply according to type of event).

COMMUNITY USE OF CERTAIN INDOOR DISTRICT FACILITIES SHALL REQUIRE THE PRESENCE OF AUTHORIZED DISTRICT PERSONNEL on site and the facility user will be responsible for any wages associated with this requirement. A district employee generally will not be required for use of outdoor school grounds.

**DISTRICT STAFF MUST BE PRESENT TO OPERATE SPECIALIZED EQUIPMENT AND FACILITIES**; Includes, but not limited to Theater, Kitchen, and Viking Stadium.

**USER GROUPS WILL BE CHARGED FOR THE COST** of any set-up, take-down, field marking, or other **special preparations** provided by district staff. Prior approval is required for a community group to line the fields.

ALL FACILITY USE AGREEMENTS, including athletic fields, must include provisions for the use of restroom facilities. A fee will be charged for restroom access.

I have read and agree to all Terms & Conditions: Signature\_\_\_\_\_\_ Date\_\_\_\_\_