



MPCSD Facility Use Term and Conditions

1. During the 2021-22 school year, applicant shall follow and require participants to follow, the health and safety guidelines outlined in [MPCSD's 2021-2022 School Safety Plan](#). By signing a facility use contract, applicant affirms knowledge of and agreement to uphold the MPCSD 2021-2022 School Safety Plan protocols.
2. We hereby certify that we shall be personally responsible on behalf of our organization for any damage or unnecessary abuse of school buildings, grounds, or equipment arising out of the occupancy of said premises by our organization. We agree to abide by and enforce the rules and regulations of the Menlo Park City School District governing the non-school use of buildings, grounds, and equipment, and to pay any charges prescribed by said rules and regulations.
3. **Hold Harmless & Indemnification Agreement:** The applicant agrees to defend, indemnify and hold harmless the Menlo Park City 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, however caused, that may arise from or be alleged to be caused by the undersigned's use or occupancy of District facilities (including ingress and egress to the premises), furniture or equipment. The undersigned further agrees to provide a certificate of insurance for liability coverages satisfactory to the District, endorsing the District on as an additional insured.
4. **Duty to Inspect, Repair, and Warn:** The parties agree that the District makes no representations or warranties as to the repair or condition of the facilities, which lessee is entitled to use hereunder, and lessee takes such property and facilities as is. The parties further agree that it shall be lessee's obligation, not District's, to assure that the property and facilities are in proper

and safe condition to be used for the purpose anticipated herein; that it shall be lessee's obligation and duty, and not District's, to inspect such property and facilities before they are used and to take affirmative steps to repair, or where necessary, warn, in order to prevent injury to person or property; and that in the event such injury does occur, any claim arising therefrom shall trigger lessee's indemnity and defense obligations hereunder.

5. **INSURANCE:** A Certificate of Insurance naming the Menlo Park City School District (limit no less than \$1,000,000 per occurrence) as an additional insured is required prior to final approval. To avoid any delay in the final approval, please have your agent fax the certificate to the attention of the Business Office as soon as possible.
6. **Custodial Charges:** Additional charges will be incurred when facilities are reserved for use on weekend and holidays. A minimum charge of three (3) hours will be charged.
7. We agree to give the Menlo Park City School District **NOTICE OF CANCELLATION** of any use at least one working day before the use is scheduled, and agree to pay all charges levied because of failure to notify.

NOTICE: an approved District representative may cancel Facility or field use at any time.

8. The applicant states that to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime, and hereby certifies (or declares) under the penalty of perjury that the foregoing is true and correct. We will enforce the tobacco free schools policy, which prohibits the use of any tobacco product in school buildings or on school grounds. In addition, alcohol is not permitted.
9. We agree to pay all usage fees as billed by the Menlo Park City School District.

10. All scheduled field closures must be adhered to by all permitted groups. Failure to do so may result in a loss of field use.
11. The District reserves the right to limit the numbers of players on any field, based on wear of turf.
12. No vehicles are allowed on grounds or surrounding grass areas. Cars must use designated parking spaces. Be mindful of emergency exit areas, fire lanes, and loading and unloading areas.
13. No pets allowed inside buildings or off leash on playing fields during scheduled activities.
14. Rental group staff is responsible for informing participants of facility/field rules and enforcement of these rules.
15. Soccer groups will move fields, goals, and striping to a new location on field to reduce wear patterns. Failure to comply may result in charges to rental group or loss of use.
16. A change fee of \$25 per requested schedule change will be applied to all invoiced events.