

Ventura County Community College District
Application and permit for use of College Facilities
Under Ed Code 82537-82548 – Civic Center

↑ VENTURA COLLEGE
Civic Center Office
4667 Telegraph Road
Ventura, Ca 93003
805-654-6400 Ext 2232

↑ MOORPARK COLLEGE
Business Services Office
7075 Campus Road
Moorpark, Ca 93021
805-378-1400 Ext 1878

OXNARD COLLEGE
Civic Center Office
4000 So Rose Ave.
Oxnard, Ca 93033
805-986-5822

Submit completed form to campus the event is being held

Name of Organization _____

Address of Organization _____

Organization Phone Number _____ Organization Email: _____

Name of Person Submitting Application _____ Email: _____

Relationship to Organization: _____ Phone Number: _____

<u>Facility</u>	<u>Day/Dates</u>	<u>Hours of use</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Description of Event: _____

Will admission be charged for event: ☐ No ☐ Yes – Amount to be charged \$ _____

Expected Attendance (includes audience, participants and performers) _____

The proceeds will be used for _____

The following special arrangements are requested _____

Required Certification:

1. Applicant hereby agrees to indemnify, defend, and hold the Ventura County Community College District, its Board of Trustees, the individual members thereof, and all district officers, agents and employees free and harmless from any and all claims, losses, damages, liability, cause of action and demands, including reasonable attorney fees and costs, or expenses that may arise during or be caused in any way by such use or occupancy of school property. Applicant further states that he has read the rules and regulations on the reverse side of this application and agrees to abide by and enforce the same.
2. The District assumes no liability or responsibility for any personal property of applicant or of its employees, agents, representatives, guests, or invitees, brought on to the premise during the term of this agreement.
3. The undersigned, as a duly authorized representative of the Organization, states that to the best of his/her knowledge the school property for use of which application is hereby made will not be used for any unlawful means.
4. Any change in this agreement shall be made in writing at least five (5) working days prior to date of event and is subject to District approval.

5. Applicant shall deliver the required Certificate of Insurance and Additional Insured Endorsement at least two weeks in advance of the facility use, or the facility permit will automatically be canceled.
6. By my signature below, I acknowledge that I am authorized on behalf of the Organization and bind the Organization to the terms of this Agreement. I understand and agree to all terms, conditions, rules and regulations in this agreement.

Applicant:

College Vice President, Business Services
or designee

Signature

Date

Signature

Date

Rates/Charges:

☐ **VCCCD Sponsored event (no charge)**

☐ **Group 1**

☐ **Group 2**

Estimated Charges:

Facility Use \$ _____
Grounds \$ _____
Audio Visual \$ _____

Custodial \$ _____
Lighting \$ _____
Security \$ _____

Other Charges

_____ \$ _____
_____ \$ _____
_____ \$ _____

Total Estimated Charges \$ _____

Deposit Due \$ _____

Date Received _____

Additional Payment: \$ _____

Date Received _____

Additional Payment \$ _____

Date Received _____

Total Final Charges \$ _____ Balance Due \$ _____ Date Received _____
(To Be Determined after event)

**VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
RULES, REGULATIONS AND POLICIES REGARDING THE USE OF COLLEGE FACILITIES**

Fire and Safety Regulations

1. At no time will there be more persons admitted to the auditorium, classrooms or other assembly rooms that the legal seating capacity will accommodate.
2. Flammable decorations, including stage scenery, will be fire resistant or flame proofed in accordance with the requirements of the State Health and Safety Code.
3. No device, which produces flame, sparks, smoke, and explosives, will be used in the auditorium, classrooms, or assembly rooms.

General Rules

1. Sections 82537-82548 of the Education Code of the State of California provide the basis for these rules and are hereby incorporated in this application even though not herein duplicated.
2. The applicant will be a member of the organization, society, or group requesting the use of college facilities; and unless he is an officer of such group, he will present written authorization from the appropriate officers of the group to make such applications. The applicant and signature on the form must be from an adult, at least 18 years of age or order.
3. The applicant will state the date of the use requested, the hour of opening and closing, the names of the speaker or speakers, the topic of discussion, the title and nature of the entertainment (if entertainment), the name of the organization for which the application is made, and the name of the owner, producer, or controlling agency if other than the applicant.
4. Deposits may be required in order to reserve college facilities. Deposits may be refundable with a minimum of a two week cancellation notice. Non-refundable deposits may be required for use of theatres and athletic facilities.
5. The remainder of any unpaid fees, as determined after the last scheduled event, is due in full to the District within seven business days.
6. Use and occupancy of college property will be primarily for public school purposes. Any authorized use of occupancy of the property for other than public school purposes will be secondary and subordinate to this primary purpose.
7. Permits for recreational use of facilities after regular school hours will be determined by mutual agreement with the appropriate college administrator.
8. Any permit may be revoked without previous notice where conflicted dates have resulted, or where need of the property for public school purposes have subsequently developed. For other causes, permits may be revoked at any time upon reasonable notice.
9. This permit is not transferable and may not be assigned to any other agency.
10. No permit will be issued to extend later than 12 o'clock midnight.
11. Juvenile organizations must have adequate adult sponsorship and supervision.
12. Each organization will properly supervise people on the stage and in the audience.
13. College employees in charge of events will have the power of a peace officer to carry out the provision and intents and purposes of the chapter; or in the absence of a college employee, the District police have the power to carry out the provision and intents and purposes of the Education Code 82537-82548.
14. Smoking will be permitted only in designated areas. Intoxicants or narcotics will not be used, nor will profane language, quarreling or gambling be permitted. Violations of this rule or any other rule on this form during occupancy will be sufficient cause for denying further use of college premises to the organization.
15. The program offered during the use of any school premises will at no time contain matter which might tend to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances, or which agitates for changes in our form of government or social order by violence or unlawful methods.
16. College furniture, equipment or apparatus will not be moved or displaced by any applicant without permission from, and under the supervision of, the college district employee in charge.
17. When the stage is to be used, equipment and personnel are to be furnished by the college and appropriate charges will be made.
18. If free use is granted as provided in the Civic Center Act, the meeting will be nonexclusive and will be open to the public.
19. A public school district will not make any appropriation or pay from any public funds whatsoever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose.
20. No sectarian or denominational doctrine may be taught or instructions thereon be permitted, directly or indirectly, in a public school, except for on a temporary basis where the church or organization has no suitable meeting place for the conduct of these services. (ED 82542)

21. The administrator in charge of scheduling facilities, or his/her designated representative, is authorized to issue all permits for the use and occupancy of school property by authorized individuals, groups, or organizations, during non-school hours.
22. A certificate of insurance and Additional Insured endorsement shall be submitted to the college no less than two weeks prior to event.
23. Large events or events that could be potentially high risk, may require additional insurance, and terms and conditions than those stated in the Civic Center Application, Rules, Regulations and Policies.

Rules and Regulations Governing the Use of College Facilities for Public Purposes (Per Ed Code §82537-82548)

All use of college facilities for public purposes will be granted in conformance with the California Education Code.

As delegated by the chancellor, the college may grant the use of college facilities for public purposes in accordance with the rules adopted by the Governing Board.

Groups may not use college facilities for purposes which shall be inconsistent with college purposes or which will interfere with college operation.

Rental charges shall conform to the schedule adopted by the Governing Board. This schedule is subject to change at the will of the Board.

The use of college facilities *shall not be granted* to persons, firms, corporations, groups, clubs or associations:

1. Which desire the overthrow of the government of the United States or the State of California by force of violence.
2. When such use may be reasonably expected to expose the property of the district to damage through riots, mobs, or violence.
3. When such use of the property would be contrary to the best interests of the district.

Use of college property shall be under supervision of an authorized representative of the VCCCD, who shall have authority to open facilities upon presentation of the applicant's copy bearing approval of the authorized college administrator.

Smoking is not permitted on campus or in buildings except in designated areas. Intoxicants or narcotics shall not be used, nor shall profane language, quarreling, or gambling be permitted. Violations of this or any other of these regulations during occupancy shall be sufficient cause for denying further use of college premises of the organizations.

The number of people present shall not exceed the posted seating capacity for the building. This is a FIRE REGULATION. The use of any material or device, which constitutes a fire hazard, is expressly prohibited.

College facilities will be available contingent upon appropriate supervision and security as determined by the respective college. Fees for these facilities will be assessed based upon the specific needs of the organizations requesting use. Special arrangements must be made for use of equipment, supplies, etc. and appropriate charges will be made. All additional property and/or equipment not owned by the College, but provided or rented by lessee must meet all applicable city, county, state, and federal safety requirements.

MOORPARK COLLEGE

7075 Campus Road
Moorpark, CA 93021
For information contact Leanne Colvin
Phone (805) 378-1400, ext. 1878

OXNARD COLLEGE

4000 South Rose Avenue
Oxnard, CA 93033
For information contact Darlene Inda
Phone (805) 986-5813

VENTURA COLLEGE

4667 Telegraph Road
Ventura, CA 93003
For information contact
Phone (805) 654-6400 Ext. 2232

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Use of Facilities

As Authorized by the
California Education
Code §82537-82548 at:



MOORPARK COLLEGE



Oxnard College



Use by religious groups for fundraising and other purposes, not religious in nature, shall be processed in the regular manner, with the Group 1 rate applied. Use of school buildings or grounds may be granted to any church or religious organization for the conduct of religious services for temporary periods where the church or organization has no suitable meeting place. Such use may be provided and charges at least equal to the fair rental value of the facilities or grounds must be levied.

Adequate adult supervision and sponsorship is required of all juvenile and youth groups requesting facilities.

Equipment, materials or supplies of any nature that is the property of the VCCCD is not to be loaned to outside organizations for use away from the college premises.

Any privilege granted by the VCCCD shall be revocable at any time by the chancellor or the respective college president, and such privilege shall be revoked when any application contains false statements or any organization or any member of the group willfully violates the rules and regulations governing the use of college facilities.

College property must be protected from damage and mistreatment and ordinary precautions of cleanliness maintained. Groups shall be responsible for returning any furniture or equipment, which has been moved from its proper place. In cases where college property has been damaged or abused beyond normal wear, the same shall be paid for by the organization involved.

USE OF FACILITIES

In accordance with the provisions of the Education Code §82537-82548 the Board of Trustees of the Ventura County Community College District will grant the use of school buildings and grounds for public, literary, scientific, recreational, educational or public agency meetings for the discussion of matters of general or public interest. The terms and conditions of such use will be determined by the board-approved administrative procedures and other applicable limitations, requirements and restrictions contained in the Education Code.

TYPES OF USE

GROUP 1 - Group 1 users may include nonprofit organizations, and groups and associations organized for general educational or welfare purposes, such as:

- 1. Off campus student clubs and organizations.
- 2. Fundraising entertainments or meetings where admission fees charged or contributions solicited are expended for the welfare of the students of the district.
- 3. Parent-Teachers' associations.
- 4. School-community advisory councils.
- 5. Campfire girls, Girl Scout and Boy Scout troops.
- 6. Senior citizens' organizations.
- 7. Other public agencies with reciprocal use agreements.
- 8. Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes
- 9. Registered political organizations are permitted to use facilities at no charge providing their presence is educational in nature and or does not interfere with the normal operations of the college. ID # Required

GROUP 2

- 1. Churches or religious organizations using college facilities or grounds for the conduct of religious services (EC 82537 & 82542).
- 2. Commercial (profit-making) organizations.
- 3. Any group holding a meeting/entertainment where admission fees are charged or contributions solicited which are not expended for the welfare of VCCCD students or for charitable purposes.
- 4. Paid petition gathering.

Insurance Requirements

The Ventura County Community College District requires that any individual, group, or organization requesting the use of district property submit a Certificate of Insurance naming the District as an additional insured with property damage and liability limits of not less than one million dollars. Higher limits of property damage or liability may be required by the District depending upon the nature and scope of activities to be performed.

Fee Schedule

(Fees are for facilities only and are subject to change without notice.)

	Group 1	Group 2
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GENERAL EVENTS - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified):

- 1. Performing Arts Center Theatre/Stage.....\$150.....\$270
- 2. Small Theater/Forum/Black Box.....\$40.....\$80
- 3. Smart Classroom (AV/Computers) and Conference rooms\$40.....\$100

Fee Schedule (continued)

	Group 1	Group 2
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- 4. Amphitheater (OC).....\$20.....\$35
- 5. Observatory (MC).....\$50.....\$100
- 6. Student Dining Area.....\$35.....\$75

(Does Not Include Kitchen Facilities)

- 7. Choral Music Room.....\$22.....\$40
- 8. Guthrie Hall/Wright Event Center (VC).....\$40.....\$75
- 9. Outside Quad - Table (Daily Rate).....\$20.....\$40
- 10. TV Editing Room & Equipment (OC).....\$300.....\$600
- 11. LRC Patio/Kitchen (VC).....\$200.....\$300
- 12. Specialized Labs/Classrooms/Computer Labs.....\$200.....\$300
- 13. Fire Technology Simulation Room.....\$200.....\$300
- 14. Parking Lot Rental (per space).....\$2.....\$2

PHYSICAL EDUCATION/ATHLETIC - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified):

- 1. Large Gym (MC, VC, OC)\$80.....\$150
- 2. Small Gym (VC).....\$40.....\$80
- 3. Dance Studio.....\$40.....\$80
- 4. Locker Room (each).....\$40.....\$80
- 5. Football Practice Field (MC).....\$35.....\$50
- 6. Track & Field and Football Practice Fields.....\$75.....\$120
- 7. Baseball/Softball Competition Fields.....\$40.....\$80
- 8. Baseball/Softball Practice Fields.....\$20.....\$40
- 9. Baseball/Softball Batting Cages.....\$15.....\$20
- 10. Field Hockey/Soccer Practice Fields.....\$45.....\$80
- 11. Stadium (MC,VC,OC) - ALL DAY RATE.....\$450.....\$800
- 12. Stadium (MC,VC,OC) - PER HOUR.....\$150.....\$325
- 13. Stadium (In-field only) - PER HOUR.....\$75.....\$120
- 14. Youth Size Soccer Field (OC).....\$30.....\$60
- 15. Soccer Field (OC - Practice Fields).....\$50.....\$100
- 16. Soccer Field (OC - Premium Competitive).....\$75.....\$150
- 17. Golf/Driving Range.....\$35.....\$60
- 18. Golf Putting Green.....\$20.....\$30
- 19. Basketball Courts (outside/OC).....\$15.....\$25
- 20. Volleyball Courts (outside).....\$15.....\$25
- 21. Tennis Courts (per court).....\$15.....\$20
- 22. Racquetball Courts (per court).....\$12.....\$20

(Lighting Outdoor Facilities is an Additional Charge)

ADDITIONAL EVENT SERVICES - Facility Charge Per Hour:

(Minimum two hours unless otherwise specified):

- 1. Theatre/Projector/Audio System.....\$15.....\$15
 - 2. Classroom Projector/Audio System.....\$10.....\$10
 - 3. Portable Projector.....\$50.....\$50
 - 4. Choral & Band Risers (3 steps - 6" sections) Per Day Rate.....\$100.....\$100
 - 5. Teleconference Fee.....\$100.....\$125
 - 6. Stadium Lights\$80.....\$80
 - 7. Performing Arts/Theatre Audio Set-up & Use.....\$50 minimum
 - 8. Performing Arts/Theatre Lighting Set-up & Use.....\$50 minimum
- Event Staff, Custodial, Grounds, Security or other personnel services will be charged actual rates

Filming Fees are Negotiable

How to File for Use of Facilities

The application for use of college facilities shall be made on the forms provided by the College. An authorized representative of the group applying must certify the application.

The application must be submitted at least two weeks prior to requested date, unless waived by the college president as an emergency. Permission to use facilities will be granted only for the current semester unless and until the needs for instructional purposes for the following semester have been determined.

The application shall contain:

- 1. The name of the organization
- 2. Name, address, title and telephone number of the authorized representative.
- 3. Type or purpose of the organization.
- 4. Facilities requested and the date and time of use.
- 5. Purpose for all admission and parking charges.

RENTAL CONDITIONS

- 1. Proof of Insurance shall be required for all organizations using VCCCD facilities.
- 2. Only the organization whose name is on the application is approved to use the facility.
- 3. Parking fee of \$2.00 per day (each vehicle)
- 4. The use of restrooms is included in each rental.
- 5. Additional charges may be required for labor (e.g., custodial, security, etc.)
- 6. Charges for additional equipment, preparation of athletic fields, supplies and personnel will be determined by the responsible supervisor based on the nature of the event and the facilities requested.
- 7. The rules and regulations shall be read, and the groups must agree to hold the VCCCD harmless from any liability or damage, which may result from the use of college facilities.

PAYMENT OF FEES

*Deposits may be required in order to reserve college facilities. Deposits may be refundable with a minimum of a two week cancellation notice. Non-refundable deposits may be required for use of theatres and athletic facilities.

*Payment of fees must be made at least one week prior to the first scheduled use or permit will be cancelled.

Sample Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Agency Manager, Inc. 2500 Bond Street University Park, IL 60466 Phone No. 800-555-5388		Facility User, Inc. One Big Street Anytown, CA 92606		07/25/01
INSURED Facility User, Inc.		COMPANIES AFFORDING COVERAGE COMPANY A: Tahiti Mutual Insurance Company COMPANY B: Indemnity Insurance COMPANY C: State Compensation Insurance Fund COMPANY D:		
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS AND LIMITS OF COVERAGE INDICATED. THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN TO THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ OWNERS & CONTRACTORS	12345678	08/01/00	GENERAL LIABILITY: \$ 1,000,000 PRODUCTS COMP OR AGG: \$ 1,000,000 PERSONAL & AUTO: \$ 1,000,000 EACH OCCURRENCE: \$ 1,000,000 TIRE DAMAGE (Any one tire): \$ 1,000,000 TIRE EXP (Any other tire): \$ 50,000 COMBINED SINGLE LIMIT: \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ BODILY INJURY (Per occurrence): \$ PROPERTY DAMAGE: \$ AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT: \$ AGGREGATE: \$ EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 1,000,000
B	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	456789123	08/01/00	EXCESS LIABILITY: \$ 1,000,000 AGGREGATE: \$ 1,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ☐ THE PROPRIETOR ☐ INCL ☐ PARTNERS/EXECUTIVE ☐ EXCL	345678912	08/01/00	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: \$ 1,000,000 EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/EXCLUSIONS ADDED BY UNDERSIGNED SPECIAL PROVISIONS Certificate of Insurance provided for activities detailed in Facilities Use Agreement #12345 for events 7/20/01 - 8/20/01. General Liability - Certificate Holder is an Additional Insured per attached Form CG 20 10 11 85.				
CERTIFICATE HOLDER Ventura County Community College District 255 W. Stanley Ave., Suite 150 Ventura, CA 93001		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDORSE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSED OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: ACORD CORPORATION 1998		

Facility User's Insurance Broker

Name of Facility User (It should match the name as written in the Facility Use Agreement)

Claims Made or Modified Occurrence is not acceptable

This section should reference the job number, project name, and/or location

Location:
 Oxnard College
 4000 S. Rose Avenue
 Oxnard, CA 93033

This should name your appropriate company entity with proper address

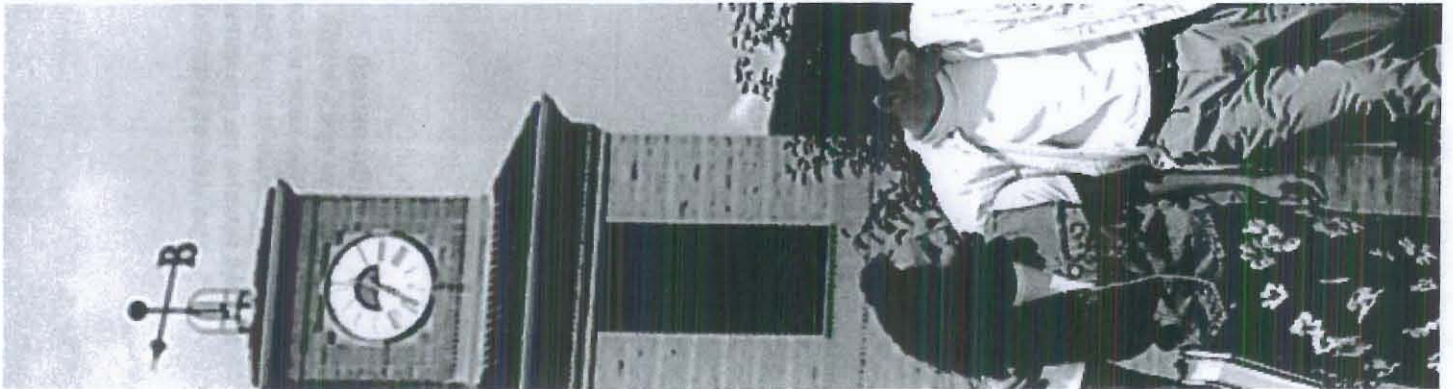
Signed by the Broker only

Current dates are required

The two "each occurrence" boxes should total at least as much as required in your contract

The totals in each box should be at least \$1 million

This wording should be "X"d out



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.

Sample Additional Insured Endorsement

The Named Insured should always be the same as the "Insured" name on the Certificate (it should also read exactly the same as in the Facility Use Agreement)

This is where all the Additional Insureds should be listed by name

This policy number should be the same as that listed for General Liability on the Certificate of Insurance

This should always reference Form B - there is a Form A, but it provides inadequate coverage

Should list out the project, name, location, and/or project number that the Facility Use Agreement refers to

The primary wording, as required in the contract, is usually typed onto the Additional Insured Endorsement Here. The severability of Interest clause is often typed here too

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

NAMED INSURED:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:

SCHEDULE

(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, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional Insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named Insured's operations, and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory with the insurance provided hereunder.

It is agreed that the above policy contains a standard cross liability or severability of interest clause.

CG 20 10 1185

Copyright, Insurance Services Office, Inc. 1984

This is the standard endorsement number (CG 20-10) and 1185 edition date is required by the Facility Use / Subcontract Agreement