

TERMS AND CONDITIONS

Permit holders agree to the following:

· Abide by and to enforce the rules, regulations, and policies of the Piedmont Unified School District governing the use of the school premises or equipment.

· Defend, indemnify and hold harmless the District, its officers, employees and agents from and against any and all liability, cost, expense, claims, losses, damages demands, suits, actions, payments and judgments, including legal and attorneys' fees, arising from personal or bodily injuries, including death, or property damage or otherwise, however caused, sustained by any persons(s), firm(s), corporation(s), including the District, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's use/occupancy of District's facilities, including school or District parking lots and walkways, furniture or equipment or other use as requested by the permit holder, or from any occurrence in or on the facilities, and will further indemnify and hold the District harmless against and from any and all claims arising from any breach or default on the part of the permit holder in the performance of any covenant or agreement on the part of the permit holder to be performed pursuant to the terms of this use, or arising from any act or negligence of the permit holder, or any of its agents, contractors, servants, employees, licensees, customers, or invitees. In the case any action or proceeding is brought against the District by reason of any such claim, the permit holder, upon notice from the District, covenants to resist or defend at permit holder's expense such action or proceeding by counsel reasonably satisfactory to the District.

· The term "facilities" as used in this agreement shall include any adjacent school or District parking lots, walkways or thoroughfares used by guests, patrons, invitees, employees, or agents of the permit holder.

· The permit holder further agrees to retain responsibility for any loss, theft or damage to permit holder's equipment, supplies or materials or equipment, supplies or materials of others brought onto or stored on District's premises in connection with permit holder's use of District's facilities and premises. The permit holder further agrees to surrender the premises and facilities to the District at termination of the use period hereinbefore specified in the same condition as at the commencement of the period. All equipment, supplies and materials of any kind, used by the permit holder, shall be removed from the premises at termination of the use period.

· Permit holders shall be liable for any damages to school property caused by the activity pursuant to the provisions of PUSD Administrative Regulation 1330. The Board shall charge the amount necessary to repair any damages or provide replacement of school property. Further use of school facilities may be denied the responsible party.

· The permit holders acknowledge they have read and understand all rules as outlined in the District Facility Use Handbook.

**Furniture and Equipment**

· The applicant is required to specify furniture and equipment needs on the Facility Use Application at the time the application is submitted. The following furniture and equipment is available to permit holders free of charge, depending on the facility requested: chairs, tables, speaker podium, projection screen and/or TV/VCR.

**Custodial Service**

· Custodial service is provided only for access, chair/table set-up, heating, lighting, ventilation, and clean-up of a building. This service does not include the erecting or dismantling of scenery, equipment, or other apparatus. If the set-up and clean-up extend beyond 30 minutes, as determined by the Facilities Use Manager, PUSD will charge an additional fee for custodial services (as noted in the Fee Schedule). Custodians open restrooms only during regularly scheduled hours of operation.

***Agreed & Accepted by:***

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE