



Shasta Union High School District
User Application David Marr Theater
2200 Eureka Way Redding CA 96001
(530) 241-3261 fax 530-225-8480

APPLICANT:

Title of Activity: _____ Organization: _____

Responsible Person: _____ Director: _____

Phone: _____ E-Mail: _____ Phone: _____ E-Mail: _____

Applicant has received or will receive for the activities herein listed contributions, cash collections, registration fees, admission fees, tuition, donations or other receipts estimated. \$ _____

The net proceeds will be used for: _____

Is the use non-exclusive and open to the public? ☐ Yes ☐ No

Rehearsal Dates: _____ **Start Times:** _____ **End Times:** _____

(Circle One) **Open Rehearsal** **Closed Rehearsal**

Show Dates: _____ **Time needed in Building** _____

Time Doors Open: _____ **Time Out:** _____

Approx. # Involved _____ **Approx. # in Attendance:** _____ **Seating Capacity 1053**

Staging Requirement:

(Circle One) ****In Front of Main Curtain** **In Front of Mid Black** **Full Stage**
** (Doesn't accommodate projection screen)

Equipment Needed:

Of Wireless Handheld Microphones Needed: _____ **# Of Wireless Headset Microphones Needed:** _____

(Circle All That Apply)

Projection screen **DVD Player** **CD Player** **Podium** **Grand Piano** **Laptop** **Choral**
Risers **Shell** **Band Risers** _____ **How many** _____ **Height**
Follow Spot(s) 1 or 2 **General Lighting** **Theatrical Lighting**

Extra Rooms:

(Circle All That Apply) **Green Room** **Classrooms** (please note Rm. #s) _____

Tables: **Lobby** _____ **Stage** _____ **Chairs:** **Lobby** _____ **Stage** _____

Cafeteria



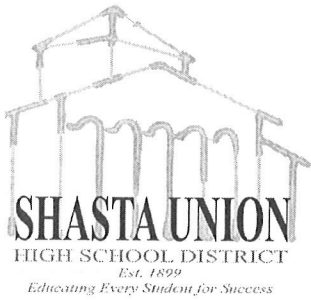
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REQUIRED CERTIFICATION:

1. To the fullest extent permitted by law, Applicant shall defend, indemnify and hold harmless Shasta Union High School District (SUHSD), its elected or appointed officials, employees, agents and volunteers against any and all claims, demands, losses, damages, court costs, attorney fees, expenses, or costs of any kind or character arising out of use of SUHSD facilities by the Applicant, their employees, agents or guests, regardless of any active or passive negligence on the part of SUHSD, its elected or appointed officials, employees, agents and volunteers
2. **Insurance Required of Applicant:** Prior to use of the facility, the Applicant is required to provide a Certificate of Liability Insurance and Additional Insured Endorsement to the Certificate Holder as follows:
 - **Certificate Holder:** Shasta Union High School District
Its elected or appointed officials, employees, agents & volunteers
2220 Eureka Way, Suite B
Redding, CA 96001
 - **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.
 - **Additional Insured Endorsement:** The endorsement must name the **Shasta Union High School District, it's 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 Shasta Union High School District, **it's** elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Shasta Union High School District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.
3. Applicant hereby certifies that he/she has received and read the rules, regulations, conditions, terms and that he/she and the applicant which he/she represents, 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 California Department of Education and its authorized agents which may be communicated to the applicant and to the best of my knowledge the school property for use of which this application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.
4. The undersigned states that, to the best of their knowledge, the school 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 of the Government of the United States by force, violence or other unlawful means.

That _____, the organization on whose behalf they are making application for use of school property, does not, to the best of their knowledge, advocate the overthrow of the Government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of their knowledge, it is not a Communist action organization or Communist front organization required by law to be



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registered with the Attorney General of the United States. This statement is made under the penalties of perjury and per Education Code Section 38135.

Authorized Applicant Signature

Date

5. All facility use applications must include a "SUHSD Facilities Use Charges" form. Charges are determined by District personnel in consultation with requesting organization. Deposits are required upon demand by SUHSD and balance/full payment is due by event date. Refunds will be made upon cancellation with at least 48 hour advance notice. No refund of deposit will be made for cancellations within 48 hours of event.
6. I have read SUHSD Board Policy 1330. I am authorized by the organization listed on this application to enter into agreement with SUHSD for facility use. I understand the responsibility required of me and the members of the petitioning organization to abide by all rules and regulations stated in Board Policy 1330.
7. In executing this declaration the applicant certifies that he/she has been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.

Signature of Applicant /Representative _____ **Date** _____

Applicant Address _____ **Telephone (____)** _____

Approved by: _____ **Date** _____

OFFICE USE ONLY:

Facility available: ☐ Yes ☐ No

School employee support required for this rental: ☐ Yes ☐ No

Approval: _____ **Date:** _____
Site Administrator (or Designee)

Insurance Certificate:

Limits Adequate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Additional Insured Endorsement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Primary Wording Provided	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SHASTA UNION HIGH SCHOOL DISTRICT
REGULATIONS AND RESTRICTIONS FOR USE OF DAVID MARR THEATER

1. No one may use the auditorium without an Application for Use completed and approved by a District representative, and a copy of user's Liability Insurance.
2. The person indicated on the application as "*Applicant*" or "*Representative*" must be present at all times. It will be this person's responsibility to make sure regulations and restrictions are enforced.
3. Additional requests for rooms, equipment or manpower other than indicated on the "Application for Use" form can only be made by "*Applicant*" or "*Representative*" listed on the form.
4. The consumption or possession of alcoholic beverages on District property is strictly prohibited.
5. Shasta Union High School District campuses are smoke-free. Smoking on District property and in its buildings is strictly prohibited.
6. Adhesive tape may not be used in any part of the auditorium.
7. Food and drinks are NOT ALLOWED in the foyer, hallways and auditorium-at any time, including rehearsals. This policy is to be enforced by the "*Applicant*" or "*Representative*"
8. Refreshments may only be served and consumed in the cafeteria. It is the user's responsibility to enforce this restriction.
9. Use is authorized only for the area(s) specified in the "Use Application" plus associated hallways and restrooms.
10. The Theater personnel and custodians are representatives of the District and are in authority.
11. Changes in lighting, curtains and stage rigging shall be done by or with approval and under direct supervision of the Theater Manager or designee.
12. Operation of District lighting and sound systems shall be done by trained District personnel only unless authorized by theater staff. No one is allowed in control booth except by approval and presence of the Theater personnel.
13. Painting or building of sets shall be done on stage or in an area approved by District theater personnel only. Clean up of painting and set construction is the responsibility of the user.
14. Heat/Cooling will be provided if determined necessary by District personnel in charge.
15. 50% of the rental and security deposits are due at time of booking. The remaining 50% must be received by the Shasta Union High School District Office no later than 10 days before the event or face

cancellation by District, and user agrees that they forfeit their deposit if cancellation occurs. If an event is scheduled within 10 days prior to the event 100% of the fees are due at time of booking.

16. User agrees to forfeit the deposit if the user does not give at least 48-hour advance notification of cancellation.
17. User agrees to pay for breakage and /or damage of any District equipment, facility or property.
18. If, in the opinion of the Superintendent or designee, use of the Marr Theater presents a hazard, the Theater will be denied.
19. Please sign below that users have read and understand the rules and regulations for the use of the Marr Theater.

Signature of Applicant/ Representative

Date



The David Marr Theater For Profit Rental

Billing Sheet

Applicant

Name _____
 Address _____
 City, State and Zip _____
 Phone _____ Event Date(s) _____

Normal Hours _____
 Overtime Hours _____
 Total Hours _____

Theater	Description	Unit Price	TOTAL
	Theater rental, 4 hour minimum, includes theater manager	\$ 180.00	\$ _____
	Full 8 hour day, includes theater manager	\$ 360.00	\$ _____
	Refundable Security Deposit, 4 hour	\$ 67.00	\$ _____
	Refundable Security Deposit, full day	\$ 180.00	\$ _____
	Classrooms/Green Rooms per room	\$ 18.00	\$ _____
Labor Costs			
	Technician hour(s)	\$ 25.00	\$ _____
	Custodian per hour* (minimum 2 hours)	\$ 25.00	\$ _____
	Security "Per Contract"		_____
	Theater Manager* up to 4 hours or 8 hours (included in rental)	\$ -	_____
	Hourly Overtime (<i>time and one-half</i>) (applies to Custodial & Theater Manager only)	\$ 35.00	\$ _____
Optional Equipment Costs			
	Piano - Yamaha digital, high school students & adults	\$ 100.00	\$ _____
	Piano tuner - At expense of applicant		_____
	Risers per each 4'x8' riser	\$ 10.00	\$ _____
	Video Projector	\$ 100.00	\$ _____
	<u>Lighting System</u>		
	Basic Rig: includes side cove lighting & work lights (included in rental)		_____
	Full Rig: Includes Basic Rig, stage lights and moving lights	\$ 500.00	\$ _____
	Follow Spot Lights per day	\$ 25.00	\$ _____
	<u>Sound System</u>		
	Basic Sound: includes 2 handheld wireless mic's (included in rental)		_____
	Premium Sound System (wired/wireless mic's, monitors, mixing console, sound process equip.)	\$ 350.00	\$ _____
			Subtotal \$ _____
			Minus Security Deposits \$ _____

TOTAL COST FOR USE OF DAVID MARR THEATER \$ _____

To Book the Theater, the following are needed:

Proof of Insurance: See insurance requirements

50% of rental and any security deposits, the other 50% due 10 days before the event.

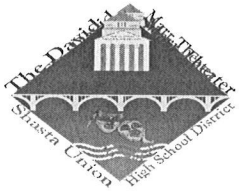
Signatures

Site Administrator

Applicant/Representative

Please Note:

1. Custodial and grounds services must be performed by SUHSD staff.
2. Cost is based on normal usage. If your group leaves the facility in a condition requiring additional cleaning, you will be billed extra for that service.
3. There will be no charge for cancellation with 48 hours advance notice.
4. If you have any questions, please ask. We want to help make your event successful.



The David Marr Theater

Non-Profit Rental

Billing Sheet

Applicant

Name _____

Address _____

City, State and Zip _____

Phone _____

Event Date(s) _____

Normal Hours

Overtime Hours

Total Hours

Description	Hourly	# Increments	Normal No Charge	Overtime	Unit Price	TOTAL
Theater						
Theater rental, 4 hour min. increments normal hrs			No charge	**		
Theater rental, 4 hour min. increments overtime hrs				**	\$ 26.00	\$
Refundable Security Deposit, 4 hour					\$ 72.00	\$
Refundable Security Deposit, full day					\$ 144.00	\$
Classrooms/Green Rooms per room					\$ 12.00	\$
Labor Costs						
	Hours		Normal	Overtime		
**Theater Manager	_____		\$20.00	\$30.00	\$ -	\$
Technician	_____		\$20.00	\$30.00	\$ -	\$
Custodian (2 hour min.)	_____		\$25.00	\$35.00	\$	\$
Optional Equipment Costs						
Piano - Yamaha digital, high school students & adults					\$ 100.00	\$
Piano tuner - At applicants cost						\$
Risers per each 4'x8' riser					\$ 10.00	\$
Video Projector					\$ 100.00	\$
Lighting System						
Basic Rig: includes side cove lighting & work lights (included in rental)					\$ -	\$
Full Rig: Includes Basic Rig, stage lights and moving lights					\$ 500.00	\$
Spot Lights per light					\$ 25.00	\$
Sound System						
Basic Sound: includes 2 handheld wireless mic's (included in rental)					\$ -	\$
Premium Sound System (wired/wireless mic's, monitors, mixing console, sound process equip.)					\$ 350.00	\$
SubTotal						\$
Minus Security Deposits						\$
TOTAL COST FOR USE OF DAVID MARR THEATER						\$

To Book the Theater, the following are needed:

Proof of Insurance: See insurance requirements

50% of rental and any security deposits, the other 50% due 10 days before the event.

Signatures

Site Administrator

Applicant/Representative

Please Note:

1. Custodial and grounds services must be performed by SUHSD staff.
2. Cost is based on normal usage. If your group leaves the facility in a condition requiring additional cleaning, you will be billed extra for that service.
3. There will be no charge for cancellation with 48 hours advance notice.
4. If you have any questions, please ask. We want to help make your event successful.

**Shasta Union HSD
Board Policy
Use Of School Facilities**

BP 1330

Community Relations

The Board of Trustees believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities

2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

The Board believes that the use of school facilities or grounds should not result in costs to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal. 2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and

Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy SHASTA UNION HIGH SCHOOL DISTRICT
adopted: December 9, 2014 Redding, California

**Board of Trustees**

*Mike Wharton, Jr.
Ron Zufall
Jamie Vericker
Tamy Quigley
Constance Pepple*

Superintendent

Jim Cloney

The Shasta Union High School District has updated the insurance requirements for facility use on our sites. Please review the following and submit the corrected or additional insurance paperwork.

1) **Commercial General Liability or Personal Liability**

\$1,000,000 Each Occurrence / \$2,000,000 general aggregate

- Meetings
- Boy/Girl Scouts, 4H, Camp Fire
- Health & Immunization Clinics
- Polling / Voting Site
- Emergencies: Red Cross, Fire Department
- Churches
- Leased/Rented Sites used for offices or low exposure business ventures

\$2,000,000 Each Occurrence / \$2,000,000 general aggregate

- Seasonal Sports/Recreation Leagues (Little League, Pop Warner, AAU, Soccer, etc)
- Sober Grad (sponsored by user)
- Private events attracting large crowds (500+ persons)

\$5,000,000 Each Occurrence / \$5,000,000 general aggregate

- Year round Sports/Recreation Leagues (Public or Private Recreation Programs using indoor and/or outdoor facilities)

Use of Swimming Pool Minimum limit of \$10,000,000 each occurrence / \$10,000,000 general aggregate.

2) **Additional Insured Endorsement:** This endorsement must name the **Shasta Union High School District**, it's elected or appointed officials, employees, agents and volunteers as Additional Insured under the general liability policy. Forms CG2026 or CG2011 or equivalent required.

3) **Evidence of Primary Insurance** (either by endorsement or the actual page(s) of the policy typically found in the "Other Insurance" section of the policy): **Applicants** insurance shall be primary insurance as respects to the Shasta Union High School District, it's elected or appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Shasta Union High School District, its elected or appointed officials, employees, agents and volunteers shall be excess and shall not contribute with it.

Insurance forms may be mailed to:

Shasta Union High School District
2200 Eureka Way Suite B

SAMPLE CERTIFICATE FROM FACILITY USER - \$1,000,000 LIABILITY

Certificate
Page 1



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GU

DATE (MM/DD/YYYY)

04/12/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER 530-222-1737 Facility Users Insurance Agent Name Address, Phone	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: NCSIG-1														
INSURED Insured name should match name on Facility Use Application/Agreement	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Name of Insurance Company A</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Name of Insurance Company A		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																																																													
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, 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.																																																																															
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Use of the _____ (site name/building) on _____ (date) for _____ (event). The _____ (Name of District/Owner), its elected or appointed officials, employees, agents and volunteers are included as additional insureds per attached endorsement.																																																																															

Mention of additional insured here does not replace need for actual "additional insured endorsement" attachment.

CERTIFICATE HOLDER Name of District (Facility Owner) 123 Mailing Address City, CA 96000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent/Broker Signature Required
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This should name the District, COE or Charter School (**Owner**), not the Site.

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ACORD 25 (2009/09)

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SAMPLE CERTIFICATE FROM FACILITY USER - \$1,000,000 LIABILITY

"Additional Insured Endorsement Sample"

Page 2

COMMERCIAL LIABILITY
CGL - ENDORSEMENTS

→ **INSURED** : Name of Applicant
POLICY NUMBER :
INSURANCE COMPANY : COMMERCIAL GENERAL LIABILITY

This Endorsement Changes The Policy. Please Read It Carefully.

→ **ADDITIONAL INSURED
MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following :

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1) **Designation Of Premises (Part Leased To You) :**

→ **Name/location of Facility & date(s) of use**

2) **Name Of Person Or Organization (Additional Insured) :**

→ **Name of NCSIG Member, its elected or appointed officials, employees, agents, and volunteers**

3) **Additional Premium :**

(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 the ownership, maintenance or use of that part of the premises leased to you and shown in the schedule and subject to the following additional exclusions :

This insurance does not apply to:

- a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.

SAMPLE CERTIFICATE FROM FACILITY USER - \$1,000,000 LIABILITY

"Sample Primary Wording From Insurance Policy"

Page 3

NOTE

b. If a claim is made or brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.