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Community Relations

SE 1330.00b

# Memorandum of Understanding Regarding Facility Use By A Northern California School Insurance Group Member

*ALL Mendocino County Office of Education (MCOE) properties are alcohol- and tobacco- free areas.*

WHEREAS, \_\_\_\_\_ School District (hereinafter referred to as Premises User) wishes to use the premises of **Mendocino County Office of Education** (hereinafter referred to as Premises Owner) on the date(s) of \_\_\_\_\_ for:

\_\_\_\_\_ and,

WHEREAS, Premises User and Premises Owner are both members of NORTHERN CALIFORNIA SCHOOLS INSURANCE GROUP and covered by the same liability policy, which contains a Member Self-Insured Retention,

NOW THEREFORE, Premises User agrees to hold harmless and indemnify Premises Owner for the Members Self-Insured Retention for any occurrence arising out of the above mentions permissive use of the premises, except for those acts or omissions resulting form the sole negligence of Premises Owner.

## DECLARATION OF APPLICANT

- 1) I, the undersigned, hereby certify that I will be personally responsibility on behalf of the applicant for any damages sustained by the school building, furniture, equipment or grounds occurring through the occupancy or use of said building and or grounds by the applicant, normal wear and tear excepted.
- 2) I hereby certify that I have received and read the rules, regulations, conditions, terms and that I and the applicant which I represent, 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 Board 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.
- 3) It is agreed that in the event this permit is canceled by the applicant no refund will be made and that changes in date or extension of time shall be made only as specified by the rules governing use of school facilities.
- 4) In executing this declaration I certify that I have been duly authorized by the herein set forth applicant to act in its behalf in making application for use of said facilities.

## RELEASE FROM LIABILITY AND INDEMNIFICATION

In consideration of and as a condition for use of above dated facility, applicant/organization hereby agrees to assume any and all risks arising out of or incident to the use of said facility and expressly waives any claim that the applicant/ organization may otherwise have against MCOE based on the use of the MCOE owned property or otherwise. Pursuant to this application, applicant/organization further agrees indemnify and hold harmless MCOE, its officers, agents, employees and volunteers from any and all claims, damages, losses, or expenses, including bodily injury, property damage, or other loss of applicant/organization or any other person arising out of or incident to the use of said facility pursuant to this application, regardless of whatever the loss or other damage resulting form applicant's conduct, the conduct of third parities or the joint conduct of applicant and MCOE. The applicant/organization agrees to pay any MCOE cost incurred in defending against any such claim, including reasonable attorney's fees. Applicant/organization is responsible for leaving said facility as clean as it was found. Any cleanup or damages will be charged the applicant/organization using the facility by a representative of the MCOE Maintenance and Operations Department.

\_\_\_\_\_  
Premises User (District Name)

**Mendocino County Office of Education**  
**2240 Old River Road; Ukiah, CA 95482**  
**Administration (707) 467-5000 Fax (707) 462-0379**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed