



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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 Name of Producer	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Name and Address of Organization	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Legal Liability to Participants (LLP) limit is a per occurrence limit.
 Sport: Soccer (Ages: 18 & Over)
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER William S. Hart Union High School District, the Governing Board, Officers and Employees 21380 Center Point Parkway Santa Clarita, CA 91350 Owner/Manager/Lessor of Premises	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
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.
 ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person s Or

William S. Hart Union High School District, the Governing Board, Officers and Employees

21380 Center Point Parkway

Santa Clarita, CA 91350

Owner/Manager/Lessor of Premises

~~Information required to complete this Schedule, if not shown above, will be shown in the Declarations~~

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Placerita Junior High School

Terms of Use

William S. Hart Union High School District 21380 Centre Pointe Parkway Santa Clarita, CA 91350

Facility User - Hold Harmless and Indemnification Agreement

THIS AGREEMENT, made this day of _____, 2020 by and between and the William S. Hart Union High School District (District). In order to conduct the activity listed below at school on date(s).

We, agree to and do hereby indemnify and hold harmless the _____ School District, its Board, officers, agents, employees and volunteers ("District") from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever (including reasonable attorney fees) which may be incurred by reason of:

A. Bodily injury to or death of persons, or damage to or theft of property sustained by the undersigned, its volunteers and agents or any person, firm or corporation hired or employed by the undersigned in connection with the Activity listed below; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the District, its Board, officers, agents, employees and volunteers. B. Bodily injury to or death of persons, or damage to property, sustained by any participant in

the Activity listed below, any guest or attendee, or any other third party that is caused by any act, neglect, default, omission, or liability of the undersigned, its volunteers and agents, or any person, firm, or corporation hired or employed by the undersigned in connection with the Activity listed below; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the District, its Board, officers, agents, employees or volunteers. C. Harm (including death and health related injuries) arising from any person claiming to have

contracted, or demonstrating contraction of, COVID, or any related sickness or ailment as the result of participating in the Activity listed below and/or entering the property at the permission or request of the undersigned. The undersigned is solely responsible for implementing any cleaning measures required or suggested to ensure the property is safe for use prior to any of undersigned's volunteers, agents, personnel or invitees enter the property and adequately cleaning the property after any such use/Activity. D. The undersigned's responsibility and liability set forth herein shall include, but is not limited to, taking all steps and actions necessary or required to address the COVID pandemic with respect to this agreement, including but not limited to, ensuring any of the undersigned's volunteers, agents, personnel and invitee(s) comply with all current and future requirements and recommendations issued by any government agency (including the City,

County, State, or the Federal Government, including its associated agencies such as the Center for Disease Control) related to the COVID pandemic that are applicable to the property, including adherence to any protective measures established by such government agencies applicable to events at or use of the property. The undersigned shall be solely responsible for determining and implementing the specific actions and requirements applicable to the Activity listed below that is conducted at the property at the time of the Activity, including any limitation on the number of attendees, required protective gear (such as mask and/or gloves) and the specific social distancing requirements applicable at the time. E. The undersigned acknowledges and understands that the District makes no representation

or warranty regarding the condition of the property with respect to COVID at any time during this agreement and shall have no duty or responsibility to ensure the property is sanitized or otherwise made clear of the COVID virus. The undersigned shall be solely responsible for determining whether the Activity/use of the property listed below is permissible based on current and future regulations or requirements established by any governmental agency at the time of such event and shall indemnify, defend, hold harmless the District from any penalty, cost, or action claiming that any District activity at the property violated any applicable governmental regulation or requirement. However, the District, at its sole discretion, can require the undersigned to cancel or reschedule the Activity by the undersigned at the property if the District determines, at its sole discretion, that the Activity would be in violation of any applicable governmental regulation or requirement or create a public safety hazard. However, the District's right to require cancellation or rescheduling shall in no way limit the undersigned's liability and indemnification obligations set forth herein. F. The undersigned at his/her own expense, cost and risk, shall defend any and all actions,

suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, employees or volunteers, on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees or volunteers in any action, suit or other proceedings as a result thereof. The undersigned agrees to a Waiver of Subrogation provided in favor of the following Additional Insured (Las Virgenes Unified School District) with respects to General Liability & Workers Compensation.

The undersigned shall procure and maintain during the life of this agreement, General Liability Insurance with a \$1,000,000 per occurrence and \$2,000,000 Aggregate Limit of Liability for Bodily Injury, Property Damage, including Blanket Contractual Liability. Organizations that provide services for children shall provide proof of sexual molestation and abuse coverage with a

2 Initial: _____

\$1,000,000 per occurrence, \$2,000,000 aggregate limit of liability. Sports Associations must show evidence that their General Liability Policy contains Athletic Participant's Medical Student Accident coverage that will respond to injuries sustained by athletic participants.

The certificate of commercial general liability insurance shall name the District as additional insured. The additional covered party/insured endorsement must be in the form of an Endorsement attached to the organization's Certificate of Insurance and must contain the following text:

William S. Hart Union High School District 21380 Centre Pointe Parkway Santa Clarita, CA 91350

The insurance coverages noted above shall be considered primary and non-contributory. The undersigned shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by any persons associated with the undersigned and resulting from the named activity. The District assumes no responsibility whatsoever for any property placed on the premises. At the District's sole discretion, limits of liability coverage may be increased and additional insurance may be required depending upon use of property. Facility Users who use the swimming pool must provide a licensed lifeguard who will be required to be on deck at all times while attendees are in the pool area.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT, AND ASSERT BY THE SIGNATURE BELOW THAT I HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT IN CONNECTION TO THE ACTIVITY BELOW.

RULES AND REGULATIONS – PLEASE READ BEFORE SIGNING REQUEST

TO MAKE RESERVATIONS

1. An approved permit will be emailed to you after the application has been approved by the District Office. Permission to use facilities is not final until you receive your copy of the approved application. Allow 3 weeks for processing your request.

PUBLIC SCHOOL PRIORITY

2. Any permit may be immediately revoked in the case of conflicting dates when the facility is needed for a public school purpose. In general, permits may be revoked at any time upon reasonable notice.

INSURANCE REQUIREMENTS

3. Facility users are required to obtain liability insurance.
4. You will need to contact an insurance agent or broker to have an insurance certificate issued that

(a) indicates \$1,000,000 (one million dollars) liability insurance and (b) names the Wm. S. Hart Union High School District as an additional insured and certificate holder. In addition, a copy of the additional insured endorsement naming the Wm. S. Hart Union High School District as the additional insured is required. Insurance is also available to purchase through Facilitron.

MINIMUM COST USE

5. Minimum cost fees apply only for qualified non-profit organizations (501c3) under circumstances outlined in Board Policy 1330.
6. Whenever minimum cost use is granted, there must be no admission fee charged. If no admission fee is charged, the meeting shall be non-exclusive and shall be open at no cost to the general public. There must be no soliciting of funds, no free-will offering, nor sale of literature or other items by the organization using the school facilities.
7. Labor and utility costs may be billed to minimum cost users according to District Board Policy which is on file at the school and the District Office.

FEE REQUIREMENTS

8. Payment of estimated fees is required 7 days prior to the use of facilities, which are made through Facilitron. Any fees incurred above and beyond the estimated fees are due net 30 days. Failure to pay in a timely manner will result in denial of future use.
9. In all cases except qualified minimum cost use, a rental fee as listed in Exhibit 1330 (Board Policy book) will be charged. The list of rental fees approved by the Board is available at the school or District Office.
10. The charges for custodial overtime are estimated; users may be billed for custodial time required prior or subsequent to the requested hours of usage, including setup/cleanup time.

CANCELLATION POLICY

11. The cancellation and change policy is as follows: Prior to 7 days of the first date the user is on-site: 100% refund of facility fees and 100% refund of custodial/tech fees.
Within 7 days of the first date the user is on-site or no show: the user/organization will be charged for all facility fees AND a 2-hour minimum for both custodial and tech fees.
12. If it rains on a day you are utilizing our fields, we will cancel that day of usage and the following 3 days (depending upon the severity of the rain) to allow for drying. A refund will be applied.

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NO SHOW POLICY

13. If renter does not formally cancel and does not show up for scheduled event, renter will be obligated for paying 2 hours of custodial overtime and 10 percent of the reservation.

ACCESS TO FACILITY

14. The custodian will open the building for renter only when you present your approved application.

STAGE

15. When a stage is to be used, full details of equipment and personnel needs must be furnished in advance. This includes a list of lights needed, curtains, number of dressing rooms, use of box office, number of stagehands, electrician, ushers, etc. Use of stagehands and/or lighting technicians will involve an additional expense to the users.

LIABILITY FOR DAMAGES

16. The use of school premises shall not be granted when there is a possibility of damage to school property. If damage does occur, the person or group signing the request for use of the premises shall be fully responsible and liable for the amount of loss.

SMOKING, INTOXICANTS, NARCOTICS, CUSTODIAN IN CHARGE, SUNDAY USE

17. There shall be no smoking. No intoxicants or narcotics shall be used, nor shall profane language, quarreling, fighting, immodest behavior, or gambling be permitted. Violation of this rule will be cause for immediate revocation of permit.

18. A school custodian shall always be on duty when school facilities are in use. The custodian's duty is to enforce these rules and regulations and to report violations to the principal. Should these rules and regulations be violated, the permit to use the school facility will be revoked.

JUVENILE ORGANIZATIONS

19. Juvenile organizations must have full-time responsible adult sponsorship and supervision.

GENERAL REGULATIONS

20. Sections 40040-40047 of the California Education Code and detailed Policies and Administrative Regulations of the Governing Board are the basis of the above stated rules and are hereby incorporated into this application. These documents are on file in school administrative offices and in the District Office.

21. All Civic Center users must be in compliance with the City of Santa Clarita's noise ordinance: <http://www.codepublishing.com/CA/SantaClarita/html/SantaClarita11/SantaClarita1144.html>. As defined by the City, "Day" shall mean the time period from 7 a.m. to 9 p.m. and "Night" shall mean the time period from 9 p.m. to 7 a.m.

22. TRACK AND TURF USER GUIDELINES

- No Smoking or Tobacco of Any Kind
- No Gum or Seeds
- No Food (Including Candy)
- No Drinks (Except Water and/or Sports' Drinks)
- No Glass
- No Animals of Any Kind
- No Vehicles
- No Stakes (Including to Keep Tents Down)
- No Chairs
- No Confetti, Silly String, or Other Celebration Items

- All Staging and/or Tables Must be on a Mat or Plywood
- Teams Must Access the Turf Using Rubber Pathways Only
- No Storage of Any Equipment/Materials Inside Field Gates
- No Bicycles, Rollerblades, Scooters, Skates or Skateboards
- No Markers or Paint of Any Kind
- No Sticky Tape of Any Kind
- No Golfing
- No Source of Fire or Flames
- Cheer Boxes Must Have a Mat or Be Covered with Carpet Material on the Bottom
- Track Shoes Must Have 3/16" or Less Spikes
- Obey All Posted Signs

Rev. 6/4/18

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Terms and Conditions

The following terms and conditions (“Terms of Use”) govern the use of the website (the “Site”) and related services made available by Facilitron, Inc. (“us, “we,” or “Facilitron”). By accessing, using or participating in the Service, you (“you” or the “User”) agree to be bound by these Terms of Use. We may modify, add, or delete portions of these Terms of Use, including the pricing terms, at any time. Any revisions to this Terms of Use will become effective the first time you access or use the Service after such changes. If you do not agree to abide by these Terms of Use, you are not authorized to use, access or participate in (or continue to use, access or participate in) the Service.

Accounts; Registration Data; Account Security

In order to rent or otherwise schedule time in a “Facility” from another User through the Service, you must register for a “Member” account. In order to rent or otherwise make available your Facility to another User through the Service, you must register for a “Facility Owner” account. In these Terms of Use, Users with Member accounts will be referred to as “Members” and Users with Facility Owner accounts will be referred to as “Facility Owners.”

In connection with registering for, using or participating in the Service (whether as a Member or a Facility Owner), you agree (i) to provide accurate, current and complete information about you and your organization as requested by Facilitron (“Registration Data”); (ii) to maintain the confidentiality of your password and other information related to the security of your account; (iii) to maintain and promptly update the Registration Data and any other information you provide to Facilitron, to keep such information accurate, current and complete; and (iv) to be fully responsible for all use of your account and for any actions that take place through your account.

Rental Transactions Between Members and Facility Owners

As a Member, you agree to abide by the following Member policies:

You agree to be bound by and comply with any additional terms, conditions and policies provided by the Facility Owner relating to the use of a specific Facility, including compliance with building security procedures, IT access and use procedures, maximum occupancy limitations, legal terms, and other terms or procedures provided by the Facility Owner



("Facility Policies"). The Facility Policies may be provided in electronic format through the Service or in hardcopy format. You may not use the Facility to carry out any illegal activities or use the Facility in violation of law.

You are responsible for leaving the Facility in the condition that it was given to you. You may be held liable for the repair cost for all damage to the Facility and items therein during your use thereof.

You acknowledge that the Service is a forum to allow anyone to find, schedule time in, rent, offer to rent, and make available workspace. Your transactions, communications and interactions with any other Users, including transactions, communications and interactions initiated through the Service, are solely between you and such Users, and you are solely responsible for such transactions, communications and interactions. You acknowledge that Facilitron does not offer workspace rentals and Facilitron does not act as an agent for any Facility Owner or any Member. Instead, Facilitron provides the Service to allow Members and Facility Owners to transact and communicate directly with one another. Facilitron may, but has no obligation, to monitor disputes between you and any other Users relating to the Service. To the maximum extent permitted by applicable law, Facilitron is not responsible or liable in any manner for any loss or damage arising out of your transactions, communications and interactions with any other Users and you hereby release Facilitron from any and all claims, causes of actions, obligations or liabilities arising from or relating to such transactions, communications and interactions.

Payment

You agree to the fees, charges and other pricing terms applicable to your use of the Service as specified in these Terms of Use and as otherwise communicated to you through the Service. All fees and charges paid by Users in connection with the Service are non-refundable, except as expressly stated in these Terms of Use. Facilitron may change the fees and charges for the Service at any time in its sole discretion.

If you are a Member, when you find a Facility that you wish to rent on the Service and you have been duly authorized (approved) to rent the Facility by the Facility Owner, then Facilitron will ask for your payment information and billing address, and will process your rental fee payment on behalf of the Facility Owner. Any approved reservation is subject to the minimum deposit in the amount of 10% of the total rental transaction to be paid within 7 days upon such approval. The full (100%) of the transaction amount must be paid at least 30 days prior to the event. Any reservations that are cancelled by the Member or by the Facility Owner at the Member's request are subject to the Cancellation Policy as defined by the Facility Owner. By using the Service, you are consenting to the terms of the Cancellation Policy.



Privacy

Use of the Service is also governed by our Privacy Policy, a copy of which is located at [facilitron.com/privacy](https://www.facilitron.com/privacy). By using the Service, you are consenting to the terms of the Privacy Policy.

Proprietary Rights in Site Content; Limited License

All content on the Site and otherwise available through the Service, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Facilitron, its users or its licensors. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, other than as expressly permitted in these Terms of Use. Authorized Users may access and use the Service and the Site Content and download or print a reasonable number of copies of portions of the Site Content to which the User has properly gained access solely for the User's personal, non-commercial use, provided that the User maintains all copyright or other proprietary notices on all copies of such Site Content. Except for your own User Content, you may not publish or otherwise distribute Site Content, including via the Internet or any intranet or extranet site, or incorporate the Site Content in any other database or compilation. You may not use any data mining, robots, scraping or similar data gathering or extraction methods to obtain Site Content. Any use of the Site or the Site Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Service and the Site Content granted herein. All rights of Facilitron or its licensors that are not expressly granted in these Terms of Use are reserved to Facilitron and its licensors.

User Content Posted on the Service

You may be able to display certain information on designated portions of the Site or otherwise through the Service regarding you or your company or organization including, if you are a Facility Owner, your Facility (a "Profile"). Your Profile will display to other Users certain of your Registration Data and other content about you or your company or your organization including, if you are a Facility Owner, your Facility, that you upload or otherwise provide to Facilitron for use in your Profile (collectively the "Profile Content"). You agree to provide accurate and current information in your Profile and to promptly update the Profile Content to keep it accurate and current.

You are solely responsible for the Profile Content, messages, notes, text, information, li
and any other content that you upload, publish, display or otherwise provide to Facilitr
display (hereinafter, "post") on or through the Service, or transmit to or share with other



Users (collectively, "User Content"). You may not post, transmit, or distribute User Content that you did not create or that you do not have permission to post. You understand and agree that Facilitron may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that Facilitron believes violates these Terms of Use. Facilitron has no backup or storage obligations regarding User Content. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to Facilitron.

Facilitron does not verify the accuracy or authenticity of any User Content, including any Facility descriptions or Facility availability information provided by Facility Owners, and makes no representations or warranties with respect to any User Content. When you post User Content to the Site, you grant to Facilitron an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute such User Content. Subject to the rights granted to us in these Terms of Use, you retain ownership of your User Content.

Trademarks

"Facilitron" is a registered trademark of Facilitron, Inc. "Facilitron" together with the other graphics, logos, designs, page headers, button icons, scripts and service names on the Site are the trademarks or trade dress of Facilitron in the U.S. and other countries ("Facilitron Marks"). You may not use the Facilitron Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that Facilitron endorses any product or service. You may not reproduce or use the Facilitron Marks without the prior written permission of Facilitron.

User Conduct

You agree not to do any of the following in connection with your use of the Service and to otherwise use the Service in compliance with these Terms of Use. use automated scripts to collect information from or otherwise interact with the Service; impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity; upload, post, transmit, distribute or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other prohibited form of solicitation; upload, post, transmit, distribute, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social



Security numbers and credit card numbers; upload, post, transmit, distribute or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; intimidate or harass another; upload, post, transmit, distribute, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense; use or attempt to use another's account, service or system without authorization from Facilitron, or create a false identity on the Service; use the Service in a manner that may create a conflict of interest or undermine the purposes of the Service, such as trading reviews with other Users or writing or soliciting skill reviews; or upload, post, transmit, distribute, store or otherwise make available any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; upload, post, transmit, distribute, store or otherwise make available content that, in the sole judgment of Facilitron, is objectionable or which restricts or inhibits any other person from using the Site, or which may expose Facilitron or its users to any harm or liability of any type.

No High Risk Use

You may not use the Service in any situation where failure or fault of any kind of the Service could lead to death or serious bodily injury of any person, or to physical or environmental damage ("High Risk Use"). High Risk Use is **STRICTLY PROHIBITED**. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act.

Additional Representations and Warranties

In addition to any other representations and warranties in these Terms of Use, you represent and warrant that: the User Content and all other content submitted to the Service through your account or otherwise posted, transmitted, or distributed by you on or through the Service: (i) does not violate or infringe upon the rights of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights), (ii) does not contain libelous, defamatory or otherwise unlawful material, and (iii) is truthful and accurate; you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and you are not listed on any U.S. government list of prohibited or restricted parties;

Third Party Websites and Content



The Site may contain (or you may be sent through the Service) links to other web sites (“Third Party Sites”) as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (the “Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on, available through the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of, linking to or permitting the use of any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by Facilitron. If you decide to leave the Site and access the Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

Eligibility

This Service is intended solely for users who are 18 years of age or older. Any registration by, use of or access to the Service by anyone under 18 is unauthorized and in violation of these Terms of Use. By using the Service, you represent and warrant that you are 18 years of age or older.

Disclaimers

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**Bringing communities
and spaces together.**



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Santa Ana Unified School District

Functioning with a facilities management staff of fewer than three employees, SAUSD was inundated with facility use requests from school and community organizations alike.

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