



FACILITIES USE PERMIT APPLICATION FOR THE USE OF SFUSD PROPERTY

PERMIT NUMBER: _____

San Francisco Unified School District
Real Estate and Asset Management Office
135 Van Ness Avenue, Room 116
San Francisco, California 94102
T: 415.241.6090 | F: 415.241.6552
Office Hours: M-F 8:00 AM – 12:00 PM, 1:00 PM - 4:30 PM

REQUESTED SCHOOL/SITE: _____

A complete Facilities Use Permit Application must be submitted to the Real Estate Office at least twenty (20) business days prior to the first scheduled use.

TO BE COMPLETED BY APPLICANT:

APPLICANT INFORMATION: *(All fields must be completed.)*

APPLICANT TYPE: <i>(check one)</i> <input type="checkbox"/> Not-for-Profit <input type="checkbox"/> SFUSD (dept. name: _____) <input type="checkbox"/> Other Public Agency (agency name: _____) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other: _____	APPLICANT NAME AND TITLE <i>(Please Print)</i> _____ NAME OF ORGANIZATION _____ ADDRESS _____ CITY, STATE, ZIP CODE _____ <i>(Permit, if approved, will be mailed to this address.)</i>	CONTACT PERSON IF DIFFERENT FROM APPLICANT _____ EMAIL ADDRESS _____ DAYTIME TELEPHONE NUMBER(S) _____ FAX NUMBER _____
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A. Does this request correspond with a MOU/Contract?

☐ MOU *(attach copy)* ☐ Contract *(attach copy)* ☐ NONE

B. Check the following, if applicable to this request:

☐ This is for a Beacon Program. ☐ This is for an EXCEL Program. ☐ My organization received SFUSD funding for activities related to this request. EXCEL permits require prior approval from the EXCEL Office, Tel: (415) 750-4500.

Approved by EXCEL Office: _____ Name: _____ Date: _____

C. Requested date(s) of use: *(If more space is needed to list requested dates, check here ☐ and attach an extra page.)*

DAY(S) OF THE WEEK (e.g. Mon.–Fri., Saturday, etc.)	NUMBER OF DAYS AND FREQUENCY (e.g. 1 day, 5 days a week, etc.)	CALENDAR DATE(S) MONTH/DAY/YEAR		TIME OF USE (include A.M. & P.M., set up & take down time)	
		START DATE	FINISH DATE	START TIME	FINISH TIME

→Are any requested dates on a District Holiday? ☐ Yes / ☐ No *(See District calendar available on the Real Estate Office website.)*

If YES, Applicant/Permittee must also submit Addendum F (“District Holiday/Closed Day Checklist”). Use on District holidays/closed days may incur extra fees per Section 20 (“Permit Fees”). If Applicant/Permittee does *not* specify requested District holiday/closed dates, District shall understand this to mean that Applicant/Permittee’s requested dates *exclude* District holidays/closed days.

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D. Term requested: The term of this Permit Application starts on _____ [date] and ends on _____ [date]. Applicant/Permittee agrees that it shall fully vacate the School Property on or before the end of the term. Additional fees will be incurred if Permittee's use exceeds the term of the Permit, pursuant to Section 21 ("Fee for Cancellation/Change").

E. Identify all spaces being requested for use: *

√	Educational Spaces	# of rooms
<input type="checkbox"/>	Auditorium/Stage	
<input type="checkbox"/>	Multi-purpose room	
<input type="checkbox"/>	Library	
<input type="checkbox"/>	Classroom(s) room #s: _____	
<input type="checkbox"/>	Music room	
<input type="checkbox"/>	Art room	
<input type="checkbox"/>	Dance studio	
<input type="checkbox"/>	Computer Lab (Use of room ONLY. Permittee is prohibited from using District computers, computer equipment, and network systems.)	
<input type="checkbox"/>	Kitchen (Use of kitchen requires prior written approval of Student Nutrition Services: (415) 749-3604. Applicant/Permittee must submit Addendum C "Application for Use of Kitchen." Additional fees, terms and conditions will apply.)	
<input type="checkbox"/>	Cafeteria (not kitchen/cooking facilities)	
<input type="checkbox"/>	Special Needs: _____	

√	Outdoor and Recreational Spaces
<input type="checkbox"/>	Football field ♦
<input type="checkbox"/>	Soccer field ♦
<input type="checkbox"/>	Softball/baseball diamond ♦
<input type="checkbox"/>	Track ♦
<input type="checkbox"/>	Tennis Courts
<input type="checkbox"/>	Basketball courts **
<input type="checkbox"/>	Gymnasium ** <input type="checkbox"/> 1 gym or <input type="checkbox"/> 2 gyms (Check one.) (Fees apply per gym. See Fee Schedule.)
<input type="checkbox"/>	Yard (Permittee shall not allow any persons participating in Permittee's use of School Property to wear cleated shoes, or any other footwear that could damage or destroy grass or turf, when using District grass fields or play areas.)
<input type="checkbox"/>	Parking Lot: # of vehicles per day: _____
<input type="checkbox"/>	Other: _____

* Principal's written approval is required for any change to schedule or use of School Property, pursuant to Section 7 ("Use Pursuant to Approved Permit Only").

** For use of gymnasium or indoor basketball court, Permittee shall, without exception, require all persons participating in Permittee's use of School Property to wear only footwear with non-marking soles when using such facilities.

♦ For use of Athletic Fields, Applicant/Permittee must complete Addendum A ("Use of Athletic Field/Track"). Permittee shall not allow any persons participating in Permittee's use of School Property to wear cleated shoes, or any other footwear that could damage or destroy grass or turf, when using District grass fields or play areas.

F. Program/Activity Focus (Check all that apply):

<input type="checkbox"/>	Comprehensive Out-of-School-Time or Youth Development Program (academic support, enrichment & physical activity)	<input type="checkbox"/>	Health (including physical health, behavioral and mental health, as well as case management and nutrition)
<input type="checkbox"/>	Licensed child care for up to age 12	<input type="checkbox"/>	Leadership/civic engagement
<input type="checkbox"/>	English language arts-related	<input type="checkbox"/>	School-to-career/career & college/technical education
<input type="checkbox"/>	Science, technology, engineering or math-related	<input type="checkbox"/>	Mentoring
<input type="checkbox"/>	Visual, performing and literary arts-related	<input type="checkbox"/>	Teacher/staff training/development
<input type="checkbox"/>	Physical activity/sports-related	<input type="checkbox"/>	Parent/caregiver/family support programs
<input type="checkbox"/>	Public meeting	<input type="checkbox"/>	Filming / Photo Shoot *
<input type="checkbox"/>	Religious	<input type="checkbox"/>	Audio/visual/related equipment is needed**
<input type="checkbox"/>	Private party/event	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Political campaign/debate forum		

* For filming and photo shoots, Applicant/Permittee must also complete Addendum D ("Documentary/Filmmaker Checklist") and be approved by the District's Public Outreach and Communications Office: Tel: (415) 241-6565.

** Use of District audio/visual and other related equipment may require a District operator. Applicant/Permittee must complete Addendum E ("Audio/Visual Equipment Services Contract"). See also Section 6 "Furniture, Equipment and Systems."

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G. Describe activities: (Provide detailed description of events/activities. If more space is needed, check here ☐ and attach extra page.)

H. Primary Participants: (Check all that apply)

- ☐ SFUSD students ☐ SFUSD staff ☐ SFUSD families ☐ Local community
☐ Citywide public ☐ Private by invitation only ☐ Other: _____

Total # of anticipated participants per day: _____

I. Purpose for Use of SFUSD Property: **YES / NO**

Will this event be open to the public?	<input type="checkbox"/> / <input type="checkbox"/>	
Will anything be offered for sale? *	<input type="checkbox"/> / <input type="checkbox"/>	If yes, what will be sold*: _____
Is a fee charged for admission?	<input type="checkbox"/> / <input type="checkbox"/>	If yes, what is the fee amount: \$ _____
Is a fee charged to participate?	<input type="checkbox"/> / <input type="checkbox"/>	If yes, what is the fee amount: \$ _____
Is this a fundraiser?	<input type="checkbox"/> / <input type="checkbox"/>	
Will any net proceeds go back to the school?	<input type="checkbox"/> / <input type="checkbox"/>	If yes, please complete a Gift Form. (Available from the Real Estate Office website.)

* No food or beverages shall be allowed for sale or use on or in School Property without the prior approval of SFUSD. If such approval is granted, any food and drink served or sold must comply with the SFUSD Wellness Policy, available from the Real Estate Office website.

TO BE COMPLETED BY SFUSD SCHOOL SITE PRINCIPAL / ASST. PRINCIPAL:

I have reviewed this application and the requested area **is available** at requested date/time.

Signature of Principal/Asst Principal **DATE** PRINT the Name of Principal/Asst Principal

Org. # of School Site: _____
(Org. # required for School Site to receive 25% of the net revenue)

	YES / NO
Does this event require SECURITY?	<input type="checkbox"/> / <input type="checkbox"/>
Is this a school-sponsored event/activity?	<input type="checkbox"/> / <input type="checkbox"/>
Apply to 8-hour School Credit ("SC")?	<input type="checkbox"/> / <input type="checkbox"/>
If yes, # of SC to be applied for this permit:	_____
	Princ/AP Initial & Date

TO BE COMPLETED BY SFUSD REAL ESTATE OFFICE:

(1) SECURITY: **YES / NO**

Does this event require SECURITY? ☐ / ☐

If Yes, Addendum B and payment, or approved private security contract is required.

Has Applicant met SFUSD security requirements? ☐ / ☐

(2) PERMIT APPROVAL/DENIAL:

SFUSD has reviewed and determined that this Facilities Use Permit Application is: (check one)

☐ **Approved.** By: _____ Date: _____
STAFF SIGNATURE

☐ **Denied.** Reason: _____

(4) FOR APPROVED PERMITS:

Payment of FEES for this Permit is: (check one)

☐ **Not required.** No fees will be charged for this Permit.

☐ **Required,** based on the following designation: (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> A \$50 non-refundable application fee | <input type="checkbox"/> Kitchen Use (Addn. C) |
| <input type="checkbox"/> As per Fee Schedules | <input type="checkbox"/> Filming/Photoshoot (Addn. D) |
| <input type="checkbox"/> Custodial Services | <input type="checkbox"/> Audio/Visual Equipment Services Contract (Addn. E) |
| <input type="checkbox"/> Athletic Field (Addn. A) | <input type="checkbox"/> Holiday/Closed Day (Addn. F) |
| <input type="checkbox"/> Security Services (Addn. B) | <input type="checkbox"/> Summer Fee Schedule |

Total fee amount due: \$ _____

(3) FOR APPROVED PERMITS:

This Permit must have the following document(s) attached:

- | | |
|--|--|
| <input type="checkbox"/> Athletic Field (Addendum A) | <input type="checkbox"/> Filming/Photoshoot (Addendum D) |
| <input type="checkbox"/> Security Services (Addendum B) or private security contract | <input type="checkbox"/> Audio/Visual Equipment Services Contract (Addendum E) |
| <input type="checkbox"/> Kitchen Use (Addendum C) | <input type="checkbox"/> District Holiday/Closed Day Checklist (Addendum F) |
| | <input type="checkbox"/> Other: _____ |

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TERMS & CONDITIONS OF THE FACILITIES USE PERMIT

1. Site Principal. The site principal has full authority and responsibility for supervision and management of School Property at all times.

2. Public School Purposes Are Primary. Use of School Property shall be primarily for public school purposes, and consistent with Cal. Education Code 38130-38138. Any use of the Property for other than a public school purpose shall be secondary and subordinate to this primary purpose. School Property shall not be available to non-school organizations on such occasions or during such hours as have been scheduled in advance by the school principal for school exercises or functions in connection with school activities. The District may terminate any Permit where conflicting dates have resulted or where need of the Property for public school purposes has subsequently developed. The District may terminate any Permit at any time upon provision of written notice pursuant to Section 10 ("Termination").

3. Definitions. "Applicant/Permittee" or either of these terms used individually, as used herein shall refer to the party that completed the Permit Application, any representative of such party. Applicant/Permittee shall be legally bound by the Permit if it is approved by the District and fully executed.

"Facilities Use Permit Application," "Permit Application," "Permit," and "Application" as used herein shall refer to the Permit Application completed by the Applicant/Permittee, and shall also refer to the Permit which shall be legally binding on the parties if approved by SFUSD and fully executed.

"School Property" or "Property" as used in herein shall refer to the School Property listed in this Permit and shall include without limitation all buildings, grounds, appurtenances, furnishings and equipment therein/thereon.

"SFUSD" and "District" as used herein shall refer to the San Francisco Unified School District.

4. Use of School Mail, Telephone, Storage is Prohibited. The school site whose Property Permittee requests to use assumes no responsibility for Permittee's mail. Use of school mail or telephone by Permittee is prohibited. Storage of personal and/or organizational supplies or equipment by Permittee on School Property is prohibited.

5. Access to School Property; District Custodian. After a Permit is approved, the Real Estate Office will work with the Custodial Dept. to assign a District custodian to open the School Property. Opening of the School Property for use will be dependent upon Permittee showing a valid, approved Permit to the custodian. The custodian will be on duty during Permittee's time of usage, will be in charge of the School Property during that time, and will secure the Property after such use. The custodian is empowered to enforce the rules applicable to Permittee's use of the Property. Permittee shall cooperate with requests and orders from the custodian, or other District representative, regarding compliance with the requirements of the Permit and applicable rules. The custodian is required to report any violations or attempted violations to the principal and/or custodial supervisor. Whenever the District has reason to believe that Permittee has violated applicable rules regarding use of the School Property, the Permit may be terminated pursuant to Section 10 ("Termination"), and the violation may constitute grounds for denial of further use of School Property.

6. Furniture, Equipment and Systems. Permittee shall not remove or displace District furniture, equipment, or apparatuses. Permittee shall not use District computers, computer equipment, or network systems at any time. Only SFUSD employees may use District computers, computer equipment, or network systems. Permittee shall not staple or attach any item to walls, draperies or curtains. Except as approved in the Permit, or by the school principal at the time of use, Permittee shall not: (i) change or manipulate any School Property systems or controls, including without limitation stage or stage equipment controls, or (ii) use District audio/visual or related equipment. A Permittee that wishes to use District audio/visual or related equipment which may require an operator (including without limitation motion picture projectors, public-address systems, scoreboards, and lighting or sound control boards) shall submit Addendum E ("Audio/Visual Equipment Services Contract"). Approval and additional fees will apply. Kitchen use

requires prior written approval of Student Nutrition Services, (415) 749-3604, and Permittee must submit Addendum C "Application for Use of Kitchen." Additional fees and terms will apply.

7. Use Pursuant to Approved Permit Only. District restricts access to the School Property except those areas designated for Permittee's use in the approved Permit. Neither the custodian, nor any school representative other than the principal, has the authority to allow Permittee to use any equipment, room or facilities that are not designated on the approved Permit. Permittee shall notify the Real Estate Office of any departure from the approved Permit that is allowed by the school principal by providing the Real Estate Office with a copy of the Permit showing handwritten revisions initialed by the principal. Permittee is responsible for additional charges resulting from change of use, per Section 21 ("Fee for Cancellation/Change").

8. Use of Designated Entrance/Exit and Restrooms Only. District restricts access to all exits, entrances, and restrooms, in or on the School Property except those designated for Permittee's use by the Principal or Custodian.

9. Prohibited Activities; Compliance. No food or beverages will be allowed for sale or use on or in School Property without the prior approval of SFUSD. The following are prohibited on and in School Property: Smoking; possession or being under the influence of alcohol, intoxicants or narcotics; possession of a firearm or other weapon; possession of a dangerous substance including but not limited to flammable, explosive or otherwise hazardous materials; fighting, assault, or battery; gambling; or other conduct that poses a threat to the health or safety of self or others, or of property damage, at the sole discretion of the District. Permittee shall comply with all Permit requirements, applicable rules and laws in its use of the School Property. District reserves the right to add further requirements depending upon Permittee's requested use. Violation of Permit requirements or other applicable rules or laws by Permittee or any invitee or guest of Permittee shall constitute cause for termination of this Permit pursuant to Section 10 ("Termination") at the District's sole discretion. Such violation may also constitute grounds for denial of further use of School Property.

10. Termination. The District will have the option, in its sole discretion, to terminate this Permit at any time before or during the term hereof, for cause as provided in Section 9 ("Prohibited Activities; Compliance"), due to an emergency pursuant to Section 11 ("Termination Due to Emergency") or pursuant to Section 2 ("Public School Purposes Are Primary"). In the event of any termination, the District will provide written notice to Permittee. If use is already in progress, the notice will specify the date on which termination will become effective. A termination may be effective immediately. Permittee shall fully vacate the School Property on or before the effective date of termination. If District terminates a Permit pursuant to Section 11 ("Termination Due to Emergency") or Section 2 ("Public School Purposes Are Primary"), the District will refund the unused portion of any permit fee paid by Permittee. If District terminates for cause pursuant to Section 9 ("Prohibited Activities; Compliance"), Permittee will not be refunded any fees.

11. Termination Due to Emergency. The District may terminate any Permit pursuant to Section 10 ("Termination") in the event of an emergency situation including without limitation a natural disaster such as flood, earthquake or fire, or a health, sanitation, or safety issue such as a gas leak, plumbing or water main breach, pest infestation, or other such emergency, as determined by the District in its sole discretion.

12. Security. Permittee shall be responsible to protect School Property, and Permittee's participants, personnel and personal property associated with its events/activities held on School Property. The Real Estate Office or principal may require security and/or police protection for any event/activity. If so required, Permittee must submit Addendum B ("Security Contract") for District security (T10), or a private security contract if District security is not available or private security is preferred. Private security contracts require Real Estate Office approval. Permittee shall be responsible for all security/police costs.

13. Attachments. Any attachments required by the Real Estate Office are

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incorporated and attached to this Permit as though fully set forth herein.

14. Permittee Announcements; Advertisements. Any announcement, advertisement or information distributed by Permittee about the event/activity on School Property shall include this disclaimer: "SFUSD neither endorses nor sponsors the organization or activity described in this document."

15. Recycling and Composting. All Permittees approved to use School Property on a more than one-time basis must comply with District Board Resolution 311-18A5 by instituting a comprehensive recycling and composting program to help meet the District's goal of 75% diversion by 2015 and 85% by 2025. Such Permittees may access a variety of resources from SF Dept. of Environment ("SFDOE") at (415) 355-3742. Every such Permittee must provide the name of its on-site contact to coordinate recycling and composting efforts with SFDOE. Every such Permittee shall contact SFDOE to see if a waste site assessment is needed, and shall ensure that all waste generated by its activities shall be sorted as follows: recyclable waste in designated recycling carts (blue); compostable food, garden, and/or soiled paper waste in designated compost carts (green); remaining waste items (e.g. styrofoam, plastic films, foil packaging, etc.) in designated trash carts (black). Permittees approved for a one-time use Permit shall also sort, as detailed above, any waste generated by Permittee's use of the Property.

16. Indemnity. Permittee shall indemnify, defend and hold harmless the San Francisco Unified School District, its Board, individual members thereof, and all District officers, agents and employees from any loss, damage, claim, demand, liability, obligation, cost or expense (including legal fees and cost of investigation) that may arise during or be caused in any way directly or indirectly by Permittee's use of School Property, including without limitation any injury, accident, illness, or death, or any loss or damage to personal or other property. Permittee shall protect School Property from damage and return it in substantially the same condition in which it was provided. In the event that any School Property is damaged, stolen or lost, Permittee shall pay the cost for repair or replacement thereof. This Section shall survive the termination or expiration of this Permit. **Permittee Initials:** _____

17. Waiver of Liability. Permittee acknowledges and agrees the Property is provided in its present condition and "as-is," and that any request to inspect the Property must be made prior to use. Permittee stipulates that the Property is clean, safe, and in usable condition. Permittee assumes all risks of the Property whether visible or not. Permittee agrees to fully RELEASE AND DISCHARGE (agreeing to make no claim, and not to sue) the District, its Board, employees, and agents, from any and all claims of injury, damage, loss, expense or other cost which Permittee may suffer, arising directly or indirectly, in whole or in part, from Permittee's use of the School Property, including without limitation any injury, accident, illness, or death, or any loss or damage to personal or other property occurring during or by reason of Permittee's use of the School Property. This Section shall survive the termination or expiration of this Permit. **Permittee Initials:** _____

18. Insurance. Without in any way limiting Permittee's liability under this Permit, Permittee shall procure and maintain during the term of this Permit a General Liability insurance policy with limits not less than \$1,000,000 (one million) each occurrence combined single limit for bodily injury and property damage. Coverage must include damage to rented premises with a sublimit, if any, of not less than \$100,000 (one hundred thousand). The General Liability policy must name as Additional Insured "San Francisco Unified School District, its Board, officers and employees." Such policy must be primary insurance to any other insurance available to the Additional Insured relating to any claims arising out of this Permit and must apply separately to each insured against who claim is made or suit is brought. Permittee must submit the insurance certificate and endorsement to the Real Estate Office at least 10 business days prior to the first scheduled use of School Property.

19. Application Fee. Permittee must pay a \$50 non-refundable application fee, due with Permittee's submission of the Facilities Use Permit Application.

20. Permit Fees. Any Permittee not exempt under the Civic Center Act will be charged for the use of School Property the fee rates in effect at the time

of the use, as set forth in the Schedule of Fees, available from the Real Estate Office. For a Permittee qualifying under the Civic Center Act, there will be no charge for the use of School Property when the District custodian is on regular duty, provided that the Property is available and there is adequate time or personnel to cover the event. The Permittee is required to pay for current custodian overtime charges if there is not sufficient time for the custodian to clean and secure the Property within the custodian's regular working shift. The Permittee is required to pay for custodian overtime charges during any times and dates other than the custodian's regular work schedule for the Property. Full payment of any applicable Permit Fee is due no later than 15 business days prior to the first requested date of use. If a Permittee's check is returned due to insufficient funds, Permittee must submit payment via cashier's check or money order plus an additional \$50 for each returned check, or the District may terminate the Permit pursuant to Section 10 ("Termination"). A Permittee whose check is returned for insufficient funds may be required, for future use, to submit payment via cashier's check or money order.

21. Fee for Cancellation/Change. If Permittee decides, for whatever reason, not to use the Property as detailed in the Permit—including without limitation change of dates, change of use, or cancellation—Permittee must give written notice of such change(s) to the Real Estate Office at least 5 business days prior to the first requested use date. Permittee shall be responsible for any additional charges resulting from change of date or use, if approved. In the event of Permittee cancellation, District will refund Permit Fees upon written request by Permittee as follows. For cancellation at least 10 business days prior to the first requested use date, District will refund Permit Fees minus a 15% cancellation fee. For cancellation at least 5 business days prior to the first requested use date, District will refund Permit Fees minus a 30% cancellation fee. For cancellation less than 5 business days prior to the first requested use date, no refund will be issued. Notwithstanding the above, if Permittee owes an outstanding balance to District, any applicable refund shall be applied first to pay off such balance, with any remainder issued to Permittee at the end of the fiscal year.

22. Additional Fees. Permittee shall be responsible for any additional fees incurred if Permittee's actual use of the School Property goes beyond the use and schedule approved in the Permit.

23. Permit Application Process; Validity of Approved Permit. All arrangements for use of School Property must be made to the satisfaction of the Superintendent/designee, and are subject to the requirements detailed in this Permit Application, District policies, and California Education Code. A complete Facilities Use Permit Application—with all pages, signatures, required attachments, applicable fees, and insurance documentation—must be received by the Real Estate Office before it will be considered for approval. Failure to meet application requirements may result in delay/denial of the Application. A complete Application must be submitted to the Real Estate Office at least 20 business days prior to the first requested use date. In no event will the Real Estate Office accept any Application that is submitted less than 3 business days prior to the first use date. The Real Estate Office may not approve permits for an Applicant/Permittee with an outstanding balance. An approved Permit is only valid when signed by the Real Estate Office and with all pages and required attachments.

24. Permittee Affirmation and Signature. *As the Applicant/Permittee for this Permit, I attest that I have read, understood and agree to be bound by the requirements herein for the use of the designated School Property, if this Permit Application is approved by SFUSD.*

Signature of Applicant/Permittee _____ DATE _____

Name and Title of Applicant/Permittee _____

Name of Organization of Applicant/Permittee _____

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