

VOSD PRR Dated 11/7/19

Request 3:

All contracts between Destined To Be Stars, inclusive of its representatives or agents, and the District, and/or one or more of the schools within the District.

Application ID:
64986

Event **Boys Basketball Tournament** [Space](#) [Approval](#) **Email Sent - Request Approved**
[Status:](#)

Destined to be Stars [\[Change\]](#) Uses: **15** Approvals Pending: **0 (of 0)**
 (Group B - Direct Cost) Products: **0** Item to Invoice
 Pricing Template Only Expected: **60**



Group [Destined to be Stars](#) Originator [Frank Foggiano \(Phone: 6195899479\)](#)
 Request Contact [Frank Foggiano \(Phone: 6195899479\)](#)

Administrative Notes [Group classification tentatively approved for the purpose of scheduling events.](#)

Group Insurance Letter **Insurance Letter Expired. (Destined to be Stars)**
 On File

Group Facility Use **Facility Use Signed Contract Expired. (Destined to be Stars)**
 Signed Contract On File

Primary	Secondary	Administrative
Complete	Complete	Complete
Space Approval Status	0 Emails Sent	0 Emails Sent
	<input type="button" value="Create Approval Emails"/>	

Application Approval Status Approved Denied Pending | Jennifer Herrington | 5/25/2016
(5 Approved Emails Sent)

Event Type Category
 On Public Calendar

Account Balance: (\$2,400.00)	Request Summary	
Current Deposit Liability: \$0.00	Total Fees:	\$0.00
Deposit On File: \$0.00	Total Space Charges:	\$0.00
Deposit Due: \$0.00	Total Products/Services:	\$0.00
	Request Grand Total:	\$0.00

Event Description [Basketball games](#)

Group

Group Description

Classification [Classification Descriptions Edit](#)

Name of Adult Leader/Supervisor

Number Of People Expected

Guest with Special Needs/Physical Challenges Expected

Food Served

Any Equipment Delivery Special Instructions?

Will fees be charged?

Description of Fees to be Charged \$5 admission & \$275 per team

Number of Spectators 40

Intended Use of Proceeds support Destined to be Stars

Refreshments Sold? Yes No No Selection

Refreshment Notes: drinks & candy

Age Group Youth

Special Requests

Expand

Agreed to Terms
Signature

Agreed to Terms
(Through online form)

Official Start Time

Show details on Public
Calendar (If allowed by
Web Site Configuration,
Event Type, Event
Category and Request
Status.)

Application Date: 5/3/2016

Approver Notes:

Save Changes

Permanently Delete This Request

Application ID:

68230

Event **Boys Basketball Tournament** [Space Approval](#) Email Sent - Request Approved
[Status:](#)
 Destined to be Stars [\[Change\]](#) Uses: **10** Approvals Pending: **0 (of 40)**
 (Group B - Direct Cost) Products: **0** Item to Invoice
 Grossmont HS Expected: **60**



Group [Destined to be Stars](#) Originator [Frank Foggiano \(Phone: 6195899479\)](#)
 Request Contact [Frank Foggiano \(Phone: 6195899479\)](#)
 Administrative Notes
 Group Insurance Letter **Insurance Letter Expired. (Destined to be Stars)**
 On File
 Group Facility Use **Facility Use Signed Contract Expired. (Destined to be Stars)**
 Signed Contract On File

	Primary	Secondary	Administrative
Space Approval Status	Complete	Complete	Complete
	21 Emails Sent	0 Emails Sent	22 Emails Sent
	<input type="button" value="Create Approval Emails"/>		

Application Approval Status Approved Denied Pending | Jennifer Herrington | 8/31/2016
(3 Approved Emails Sent)

Event Type Category
 On Public Calendar

Account Balance: (\$2,400.00)		Request Summary	
Current Deposit Liability:	\$0.00	Total Fees:	\$50.00
Deposit On File:	\$0.00	Total Space Charges:	\$2,500.00
Deposit Due:	\$0.00	Total Products/Services:	\$0.00
		Request Grand Total:	\$2,550.00

Event Description
 Group
 Group Description
 Classification [Classification Descriptions Edit](#)
 Name of Adult Leader/Supervisor
 Number Of People Expected
 Guest with Special Needs/Physical Challenges Expected
 Food Served
 Any Equipment Delivery Special Instructions?

Will fees be charged?

Description of Fees to be Charged

Number of Spectators

Intended Use of Proceeds

Refreshments Sold? Yes No No Selection

Refreshment Notes:

Age Group

Special Requests

[Expand](#)

Agreed to Terms
Signature

Agreed to Terms
(Through online form)

Official Start Time

Show details on Public
Calendar (If allowed by
Web Site Configuration,
Event Type, Event
Category and Request
Status.)

Application Date: 8/1/2016

Approver Notes:

[Save Changes](#)

[Permanently Delete This Request](#)



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[Services](#) | [Help](#)

Actions: [Add](#) | [List](#) | [Graph](#) | [Report](#)

Schedule Shortcuts Related Links

Legend

Update Schedule



Schedule ID 1185

Status Approved

- Notify Booked By
- Notify Contact Person

[View/Change Declined Reason](#)

Date Created 2/8/2019 1:22:18 PM

Schedule State? Activated

Check Double Bookings

This is an active schedule. Location and event dates cannot be changed on this schedule. You can create an Alternate Event for individual events related to this schedule or cancel this schedule and create a new one or add in new event dates.

Event Title youth basketball

Event Description youth basketball league

Area -- Select Area --

[View Bookings](#)

Location Grossmont High School

[View Room Details](#)

Building -- Select Building --

Rooms

- Concession Stand Stadium
- Dance Studio
- Grass Lawn
- Gymnasium

(Use the CTRL key to select multiple rooms.)

Event Date(s)

- 1/5/2019
- 1/12/2019
- 1/19/2019
- 1/26/2019
- 2/2/2019
- 2/9/2019
- 2/16/2019

November 2019							December 2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
27	28	29	30	31	1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31	1	2	3	4
1	2	3	4	5	6	7	5	6	7	8	9	10	11

[Add New Event](#)

Note: The maximum event dates for each normal schedule is 20. Recurring schedules do not have this limitation.

Start Time 9:00 AM **End Time** 12:00 PM

Setup Begin Time 9:00 AM **Breakdown End Time** 12:00 PM

Duration 3 hours 0 minutes, span over 1 days

Organization Information

Organization Destined to be Stars [Note](#)

or new

Type Group B - Direct Cost Recovery/Non-Profit

Contact Name -- Select Contact Name --

First Name
Frank

Last Name
Foggiano

Email
ffoggiano@guhdsd.net

Email

Day-Time Phone
(619) 589-9479

Evening Phone

Cellular Phone

Billing Address 466 Garfield Ave.
El Cajon, Ca 92020

Use Organization Billing Address

FEIN 33-0721310

Sales Tax Exemption No.

Yes, add this contact to the organization's contact list.

Invoice Type? Charge back Payment No charge

Responsible for Billing -- Select Assignee -- ▾

Yes, invoices or usages fees have been generated.

Billing Comments

Budget -- Select Budget Account -- ▾ Charge backs requires a budget code.

Document Number (e.g. contract or permit number)

PO Number

[Back to shortcuts](#)

Insurance Information

Company

Company Policy No

Coverage

Coverage Dates 10/18/2018 To 10/18/2019

Yes, update organization record with above insurance information.

Insurance has expired.

Setup Requirements

Note: Tasks already generated for events will not reflect changes in service description.

Required Maintenance Services

- Custodial
- Equipment
- Event Break Down
- Event Setup
- Lighting
- Operational Services
- Sports Equipment
- Stadium Services

Service description

Required IT Services

- Event Breakdown
- Event Setup

Service description

Rental Requests

[+ Add Rental Request](#)

No Rental Request defined.

Number Attending 70

Number of Adults 20

Number of Children 50

[Back to shortcuts](#)

Other Needs

Booked by **First Name** **Last Name**
frank foggiano

Email
ffoggiano@guhsd.net

Route to Next -- Select Route To -- ▾

Note: Leave 'Route to Next' blank to allow the system to automatically route the next person defined in the routing system.

Event Visibility Yes, this is a schedule of public events

Google Calendar Yes, add the scheduled events to Google Calendar

Inactive Schedule

Pending Schedule?

Pending Expiration Date

Activate Schedule?

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Approval Process

Date Approved	Approved By	Note
2/8/2019 2:16:57 PM	Fordham, Tom	
2/8/2019 2:26:32 PM	Murphy, Dani	

Pending Reasons

Delete	Pending Reason	Date Entered	Entered By
No Pending Reason on record.			

Events

[Add New Event](#)

Event Start Date	Event End Date	Location	Alternate Event	Event Start Date	Event End Date
1/5/2019	1/5/2019				
1/12/2019	1/12/2019				
1/19/2019	1/19/2019				
1/26/2019	1/26/2019				
2/2/2019	2/2/2019				
2/9/2019	2/9/2019				
2/16/2019	2/16/2019				

Invoices

[Create Invoice](#)

Invoice Number	Status	Date Invoiced	Invoice Amount	Balance
Post Payment 181	Open	2/8/2019	\$1,100.00	\$1,100.00

[Email Invoice](#)

Payments

[Add New Payment](#)

Invoice Number	Date Paid	Check No. /Reference No.	Pay By	Amount
No Payments on record.				

Work Order Costs

Work Order #	Transaction Type	Transaction Description	Transaction Date	Costs
No Transactions on record.				

File Attachments

[Add New File](#)

Delete	Date	Submitted By	Description	Filename	Size
No attachments					

(No limit on number of files attached. Total size of all uploaded files must be less than 5MB)

APPENDIX B

GROSSMONT UNION HIGH SCHOOL DISTRICT
1100 Murray Rd., El Cajon, CA 91944
PH (619) 644-8000 Fax (619) 465-7478
REQUEST FOR USE OF SCHOOL FACILITIES AND GROUNDS

PROCEDURE FOR OBTAINING A PERMIT FOR USE OF SCHOOL FACILITIES

CONDITIONS FOR PERMISSION TO USE SCHOOL FACILITIES: FACILITY

USER (hereinafter User and/or Applicant) agrees that the District makes no representations or warranties as to the condition of the facilities which the User is entitled to use, and User agrees to take such property and facilities "AS IS." User acknowledges that it shall be User's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated; and User acknowledges that it shall be obligated to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. Applicant/User agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. User shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the User's intended use of the Facilities.

The District shall have the right, at its option, to refuse to renew any use agreement to any organization that violates any of the rules or regulations stated herein, or refuses to or fails to indemnify the District for any claim as set forth herein. Failure to comply with any provision in this application may result in immediate cancellation of the agreement and user shall have no right to remain on the premises.

1. Applications must be completed and submitted online through the GUHSD - Use of Facilities System, approvals obtained, and fees paid (if required) 10 days in advance of the date on which the facility is to be used.
2. Custodians and on-campus residents have been instructed to admit no group to use a facility unless a completed permit has been obtained.

AGREEMENT BETWEEN APPLICANT AND GROSSMONT UNION HIGH SCHOOL DISTRICT

Applicant seeks to obtain the use of the Grossmont Union High School District facilities and grounds. In making this request, Applicant acknowledges that Applicant has alternative locations available to Applicant for fields, facilities, and grounds. However, despite acknowledging that alternative locations are available to Applicant, Applicant nevertheless requests the use of school facilities and grounds from the Grossmont Union High School District. As part of Applicant's agreement with the Grossmont Union High School District, Applicant agrees to the terms below as part of this agreement with the Grossmont Union High School District.

A. Defense, Indemnity, and Hold Harmless Agreement

In consideration for the use of school district facilities and grounds, the applicant, on behalf of the organization, group or society, does hereby agree to indemnify and hold harmless the Grossmont

Union High School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, and attorney's fees, incurred or paid, arising out of, or on the account of any claims of any nature for damage to property or for personal injury including death, which may arise from the use of all school facilities or grounds, including ingress and egress, to the full extent provided by law. User accepts full responsibility for all participants and guests. User agrees to inform all participants that the District assumes no responsibility for supervision of participants, users, or their invitees pursuant to this agreement.

Board Regulations

In connection with this request, the undersigned hereby agreed to abide by, and to enforce the rules, regulations, and policies of the Governing Board of the Grossmont Union High School District governing the use of school facilities.

1. When said facilities are used for activities in which teenagers are in attendance, the undersigned will enforce the same standards of behavior at its activity as are required by the District when teenagers attend school-sponsored activities.
2. Permission for the use of any facility shall not be granted to any organization whose purpose is to advocate treason, insurrection, unlawful resistance to, or the overthrow of the government of the United States of America, or of the State of California or any subdivision of either.
3. No use shall be inconsistent with the use of the facilities for school purposes, or interfere with the regular conduct of school work.
4. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization.
5. No privilege of using the facilities shall be granted for a period exceeding one year. The privilege is renewable and revocable at the discretion of the Board at any time.

A Certificate of Insurance

In consideration of the use of school facilities and grounds, Applicant agrees that it has a separate and independent obligation to procure insurance for the Grossmont Union High School District. This requirement is in addition to and separate from the Applicant's agreement to defend, indemnify and hold harmless the Grossmont Union High School District. As part of this agreement, Applicant agrees to procure the following insurance:

- 1) Applicant shall obtain a commercial general liability (broad form) insurance policy which provides insurance on an occurrence basis for personal injury, death, or property damage which may arise from the use of school facilities and grounds with policy limits of no less than \$1 million;
- 2) The Grossmont Union High School District shall be a named additional insured under the policy of insurance obtained by Applicant; and

- 3) Applicant shall obtain a certificate of insurance with the insurance company's endorsement of commercial general liability insurance setting forth the policy limits and that the Grossmont Union High School District is a named additional insured under the policy and provide it to the Grossmont Union High School District. (The failure to provide the certificate of insurance containing this information through the school district shall not constitute a waiver of the requirement of the Applicant to obtain the specific insurance specified above); and the insurance policy shall contain provisions which include that this insurance policy is primary coverage and shall apply before any Grossmont Union High School District insurance policy; any aggregate limits shall apply separately to each named insured; that the insurer shall agree not to request or call upon the Grossmont Union High School District for any contribution in the settlement of any claim arising from the Applicant's use of the school facilities or grounds; and the insurer shall not require any contribution whatsoever by the Grossmont Union High School District for injuries resulting from the Applicant's use of the school facilities or grounds (although these terms are required to be contained in the Applicant's insurance policy, the failure to obtain these provisions shall not be a waiver of the Applicant obtaining the insurance and naming the Grossmont Union High School District as a named additional insured as specified above);
- 4) The commercial general liability insurance policy shall include an endorsement for property damage caused by the Applicant's use of the school facilities and grounds.

In order for us to fully comply with our insurance carrier's request with regard to liability insurance coverage when a District facility is being used by an outside organization, the following is required **prior to an event**:

1. Your insurance carrier shall furnish a **CERTIFICATE OF INSURANCE** with a minimum amount of \$1,000,000 with the Grossmont Union High School District, P.O. Box 1043, La Mesa, CA 91944-1043, listed as certificate holder.
2. An **ADDITIONAL INSURED ENDORSEMENT** naming Grossmont Union High School District as additional insured.

Indemnification and Hold Harmless

In consideration for the use of school district facilities and grounds, the applicant, on behalf of the organization, group or society, does hereby agree to indemnify and hold harmless the Grossmont Union High School District, its representatives, officers, agents, and employees from any and all liabilities, claims, obligations, judgments, suits, costs, damages, expenses, and attorney's fees, incurred or paid, arising out of, or on the account of any claims of any nature for damage to property or for personal injury including death, which may arise from the use of all school facilities or grounds, including ingress and egress, to the full extent provided by law. User accepts full responsibility for all participants and guests. User agrees to inform all participants that the District assumes no responsibility for supervision of participants, users, or their invitees pursuant to this agreement.

The following shall apply when damage occurring to school property is not covered under the provisions of the certificate of insurance and the policy endorsement.

1) Organization/Applicant/individual and/or jointly with the organization, group and/or club, agrees to be responsible for all liabilities for injuries resulting from the entity's use of the school facilities or grounds and for all property damage, and also that Applicant's liability for injury and property damage shall be primary before any coverage of the District.

2) Organization/Applicant/club and/or individuals shall be invoiced for an amount to repay injuries resulting from the Applicant's use of the school facilities or grounds or for any property damages.

3) Organization/Applicant/club and/or individual's failure to pay said damage shall constitute sufficient cause for the District to take whatever action the District considers appropriate against the Applicant.

4) Such action may include, but is not limited to, immediate cancellation of the application and disapproval of any and all future applications to use school facilities or grounds.

ADDITIONAL TERMS AGREED TO BY APPLICANT

Applicant agrees to the following additional terms as part of this agreement for Applicant's organization, group, and/or club to utilize the school facilities and grounds of the Grossmont Union High School District;

1) Applicant hereby represents that Applicant has full and complete authority to enter into this agreement on behalf of Applicant's organization, group and/or club;

2) The use of the term Applicant includes the individual signing this agreement as well as that individual's organization, group, and/or club;

3) Applicant agrees and understands that the Grossmont Union High School District shall not provide any personnel or supervision over the school facilities and grounds while they are being used by Applicant, and Applicant accepts full and complete responsibility for the observation and supervision of any of its members, representatives, officers, or agents while they are using the school facilities and grounds;

4) Applicant agrees to be responsible for all liabilities for injuries or damages to person or property as a result of Applicant's use of school facilities, or grounds;

5) Applicant agrees that its liability for injury, death and/or property damage shall be primary before any insurance coverage of the Grossmont Union High School District;

6) Applicant agrees that it shall be invoiced for an amount to repay Grossmont Union High School District for any property damage, injuries or death arising from Applicant's use of the school facilities or grounds;

7) Any refusal by Applicant to comply with the terms of this agreement shall constitute sufficient cause for the Grossmont Union High School District to take whatever action the Grossmont Union High School District considers appropriate against the Applicant, which may include, but is not limited to immediate cancellation of the application and disapproval of any and all future applications to use school facilities or grounds and Applicant shall have no right to recover any lost revenue, profits, or other damages as a result of the cancellation and/or non-renewal of the agreement;

8) If Applicant or the Grossmont Union High School District is required to bring legal action to enforce the provisions of this agreement, the prevailing party shall be entitled to recover all of its attorney's fees, costs, and expenses.

Note:

1. All school activities have the first choice of any facility.
2. **NO ALCOHOLIC BEVERAGES, TOBACCO, OR ILLEGAL DRUGS ALLOWED ON CAMPUS.**
3. All facilities are subject to charge for use. Charges indicated at the time of the rental are subject to adjustment if the actual custodial costs, for example, exceed the estimated amount.
4. Failure to comply with any provision on this application may result in immediate cancellation of permission to use or remain on or in these facilities.

I have read the above rules and agree to abide by all rules and policies.

Applicant, Frank Foggiano, hereby certifies that he/she is the duly qualified authorized officer of Destined to be Stars (organization, group, society) and has the full authority to sign this Agreement on its behalf. _____

Signature of Applicant Date: Frank Foggiano Jr 2/8/19