



APPLICATION FOR USE OF MODESTO JUNIOR COLLEGE FACILITIES
CORONAVIRUS ADDENDUM

Facility User: Please provide complete information. Please type, print and sign form. Please fax this application request to 209-575-6793 or scan and email to mjcevents@yosemite.edu.

Name of organization requesting facility: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact phone number: \_\_\_\_\_ Contact email address: \_\_\_\_\_

Full name of supervising Facility User: \_\_\_\_\_

\*Please note: Facility User is expected to be the on-site supervisor of the activity and the contact person.

Does this organization/group have official non-profit status (501c3) designation? Yes [ ] No [ ]

Your position with the above organization/group: \_\_\_\_\_

Billing address if different from above: \_\_\_\_\_

Campus requested: MJC East [ ] MJC West [ ] Room(s)/area requested: \_\_\_\_\_

Media equipment or other needs (i.e. tables, chairs etc.): \_\_\_\_\_

Special set up needs and/or set up diagram attached: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_ Start Time: \_\_\_\_\_ am [ ] pm [ ] End Time: \_\_\_\_\_ am [ ] pm [ ]

Additional time needed for set up and clean up: \_\_\_\_\_

Type of event/activity (describe fully): \_\_\_\_\_

Will food be served? No [ ] Yes [ ] What kind/by whom?: \_\_\_\_\_

Estimated attendance: Participants \_\_\_\_\_ Adults: \_\_\_\_\_ Youth: \_\_\_\_\_ Spectators: \_\_\_\_\_

Will fees, tickets, admission/donation be charged or collected for this activity? No [ ] Yes [ ] Price \$ \_\_\_\_\_

Will Sales or money transfers occur on site? No [ ] Yes [ ], explain: \_\_\_\_\_

Facility User: Please read this statement and sign below.

I certify that I am the authorized representative of the above organization; that the above statements are true to the best of my knowledge. I agree to be responsible for the safe keeping of the facilities used for the above activity and for payment of all charges. I further agree that the school property will be used in accordance with the policy adopted by the Yosemite Community College District (hereafter referred to as YCCD) Board of Directors and resulting administrative guidelines.

On behalf of the above organization, it is agreed that the organization shall indemnify, defend and hold harmless YCCD, its officers, agents, and employees from any claims, actions, liability or costs, including attorney fees and other costs of negligence of the lessee, its members, officers, agents, spectators or invitees.

The Facility User shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with its activities. In addition, Facility User shall be responsible for any loss, damage, or destruction of property belonging to YCCD caused by the sole or joint negligence of the Facility User.

**In addition to the above Application and Agreement for the Use of Facilities, Facility User/Representative enters this Coronavirus Addendum and further hold harmless Agreement, incorporated into the Application and Agreement, as follows:**

1. Including, but not limited to, the SARS-CoV-2 virus (the "Coronavirus"), the Applicant/Representative (the "FACILITY USER") agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:
  - a. <https://covid19.ca.gov/>
  - b. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
  - c. <http://schsa.org/publichealth/pages/corona-virus/>
2. The FACILITY USER shall not hold the event and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event.
3. The FACILITY USER shall stop the event immediately and send all invitees/participants away if they are observed not to be meeting all required Guidelines.
4. The District may terminate the FACILITY USER's use of the District facility at any time if, in the sole discretion of the District, the District determines that the FACILITY USER or their invitees/participants are not in full compliance with the Guidelines. If the District terminates the FACILITY USER's use of the District facility pursuant to this paragraph, the FACILITY USER will be not be entitled to a refund of any fees and will not be entitled to recover any consequential damages arising from such termination.
5. The District makes no representation regarding the condition of the facility in use. It shall be the FACILITY USER's sole responsibility to appropriately and thoroughly clean, disinfect, and maintain a clean, disinfected, and sanitized environment before, during, and after the event, including the use of Coronavirus products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).
6. Assumption of Risk. FACILITY USER recognizes that there is presently a significant element of risk of Coronavirus transmission when any group of people gathers. FACILITY USER has reviewed and understands the risks reflected in the local, state, and federal alerts and guidelines, including, but not limited to, the links above. FACILITY USER assumes all risks, known and unknown, arising from Your use and occupancy of the District facility, including risks from the Coronavirus. FACILITY USER assumes full responsibility for any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses of any person arising from Your use and occupancy of the District facility. ("Your" is defined herein as the FACILITY USER and each of their employees, District facility invitees, participants, volunteers, students, members, and all other related persons, agents, and entities.)
7. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the Yosemite Community College District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the "District"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Your use and occupancy of the District facility, including the risks from Coronavirus. This release is intended to discharge the District against any and all liability arising out of or connected in any way with Your use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part the District. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.
8. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF AND MY ORGANIZATION, I AGREE TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT (AS DEFINED ABOVE) FREE AND HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE THAT MAY ARISE IN WHOLE OR IN PART FROM THE APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES AND THIS CORONAVIRUS ADDENDUM, INCLUDING AS IT RELATES TO ANY EXPOSURE TO THE CORONAVIRUS (AS DEFINED ABOVE). THE DEFENSE AND INDEMNITY OBLIGATIONS UNDER THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE DISTRICT OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.**

**Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.**

Signature of Facility User \_\_\_\_\_

(Authorized signer for above Organization)

Note: Pre-payment of fees may be required 14 days prior to event/activity date.

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#### Partial Statement of Regulations and Policies

For all Facility Users: A signed Facility Use Agreement Contract, Certificate of Insurance Liability with an additional endorsement form, and payment in full (if required) are needed 14 days in advance before facilities may be used. The Events/Facilities Coordinator at MJC will prepare and send the Facility Use Contract to the group for signature. For further information please contact the Events/Facilities Coordinator at 209-575-6020.