

FACILITIES USE AGREEMENT
CORONAVIRUS ADDENDUM
ORANGE UNIFIED SCHOOL DISTRICT

1. User agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the Coronavirus. Such guidelines may be found at:
 - a. Centers for Disease Control: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. State of California: <https://covid19.ca.gov/>
 - c. County of Orange: <https://occovid19.ochealthinfo.com/coronavirus-in-oc>
 - i. City of Anaheim: <https://www.anaheim.net/5642/Coronavirus>
 - ii. City of Garden Grove: <https://ggcity.org/coronavirus>
 - iii. City of Orange: <https://www.cityoforange.org/AlertCenter.aspx>
 - iv. City of Santa Ana: <https://www.santa-ana.org/covid19>
 - v. City of Villa Park: <http://villapark.org/Departments/Administration/Coronavirus>
 - d. Orange Unified School District: <https://www.orangeusd.org/resources>
2. User acknowledgement of the safety rules attendees must follow based on information found in the most recent California Department of Public Health Guidelines as linked below:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Beyond-Blueprint.aspx> (general info)
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19-K12-Schools-InPerson-Instruction.aspx> (specific to schools)
<https://occovid19.ochealthinfo.com/article/oc-health-officers-orders-recommendations>
<https://www.dir.ca.gov/dosh/coronavirus/Guidance-by-Industry.html>

3. Here is a summary of those guidelines for K-12 school campuses (regardless if school is in session or on break)

Wellness Checks
Users must conduct visual wellness checks before and during events on OUSD sites. Events must be immediately cancelled if someone attending becomes sick during the event. Separate the sick attendee from others and contact emergency services for those that need emergency care.

Face Coverings
Users must wear face coverings when participating in any **INDOOR** activity on a school campus. Face coverings will not be required for outdoor events as long as the events are not in enclosed tents or other structures considered as “confined spaces”.

Physical Distancing
Users must make all efforts to maintain at least six feet distance from others to the maximum extent possible, including when on the sidelines, and during play for outdoor high-contact and moderate contact sports.

Hygiene and Sanitation
Users must clean and disinfect shared equipment before use by another person, group, or team.

When equipment is shared during an activity, participants should perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.

Regular hand washing and hand sanitizer use should be promoted to prevent the spread of germs.

Drink bottles must not be shared, and other personal items and equipment.

4. In any advertising for the use of OUSD Facilities, User shall provide notice of obligation of attendees to follow the Coronavirus rules found listed above.
5. User shall have the sole responsibility to clean, disinfect, and maintain a safe environment before, during, and after its event, using products approved by the Environmental Protection Agency (EPA) and in compliance with the Healthy Schools Act (HSA).
6. User shall stop the event and vacate the facility/grounds if people attending the event are observed to be violating the Coronavirus rules.
7. The District also reserves the right to stop the event if it observes violation of the Coronavirus rules. There will be no refunds in the event of such a cancellation.
9. The following provisions apply only if the User is not one identified in Education Code section 38134(a):
 - a. The insurance required by the Facility Use Agreement shall not include any exclusion for pandemic, virus, or communicable disease.
 - b. User has reviewed and understands the risks of the Coronavirus described in the federal, state, county, city and/or district rules and guidelines described at the links above. On behalf of itself and any individuals participating in the event, User assumes all risks, known and unknown, arising from the use and occupancy of the District facility/grounds, including but not limited to any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses.
 - c. To the fullest extent allowed by law, User agrees to defend, indemnify, and hold harmless the District, its officials, agents, volunteers and employees (“indemnified parties”) from any loss, damage, liability or expense that may arise from User’s use of the District’s facilities or grounds, even if such claim, damage, loss or expense is caused in part by the indemnified parties. User shall not be obligated to indemnify an indemnified party for liability to the extent it is established by final adjudication that such indemnified party contributed to the liability via willful misconduct or sole negligence for which that indemnified party is legally responsible. User shall, if requested by the District, defend using counsel approved by the District in its sole discretion. Users’ obligations under this indemnity contract shall survive the completion or termination of the project.

User Signature: _____ Date: _____

District Approval: _____ Date: _____

Addendum for Permit No.

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