

Application for Permit to Use School Facilities and Equipment

Application must be returned to the school/facility at least 7 business days prior to date of use.
 Application for After-school programs must be returned to school at least 4 weeks prior to date of use.
 Cancellation must be received 48 hours prior to activity for return of custodial/rental fees.

Today's Date	Name of Applicant	Complete Mailing Address of Applicant (Including Zip Code)
8/22/21	Kathy Uchimura	2660 Fairfield St., San Diego, CA. 92110
Email Address		Name of Organization
kuchimura@heartlightsandiego.com		CFF - Heartlight San Diego
Phone Number		619-276-7763
School or Property Name		Room(s) To Be Used
Northmont Elementary		Multipurpose Room <input type="checkbox"/> Classroom <input type="checkbox"/> How many classrooms? _____ Outdoor Use <input checked="" type="checkbox"/> Other End of 2nd Hallway
Equipment/Set-Up Needed		Purpose of Meeting
n/a		Non-profit children's after school dance and fitness classes.

CHOOSE ONE BELOW

After-School Program or SES (Additional Insurance Required)	Other Facility Use
Nonprofit <input checked="" type="checkbox"/>	Nonprofit <input type="checkbox"/>
For-profit <input type="checkbox"/>	For-profit <input type="checkbox"/>
	Other <input type="checkbox"/>

Event Start Time (Do not include custodian set-up time)	Event End Time (Do not include custodian clean-up time)	Time Requested for Custodian to Open Facilities	Expected Attendance	Will admission fee or solicitation of funds be involved? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2:20	3:20	n/a	20	Will a stove or oven be used? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Date(s) Facility Needed

Date	Date	Date	Date	Date	Date	Date	Date
9/22/21	9/29/21	10/20/21	10/27/21	11/3/21	11/10/21		

Additional Information or Comments: Wednesdays: No class on 10/6 & 10/13

For District Use Only

School	Sub or Extra Custodian Needed? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Maintenance	Custodian needed: From _____ To _____
District Office	Insurance on File <input checked="" type="checkbox"/> Expiration 4/15/22	Child Nutrition	CN Worker needed: From _____ To _____

STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act that is prohibited by law, or for the commission of any crime including, but not limited to, the crimes specified in Sec. 11460 of the California Penal Code. I certify or declare under penalty of perjury that the foregoing is true and correct.

Any person applying for use of school property on behalf of any society, group or organization shall be a member of such applicant group and, unless he or she is an officer of such group, must present authorization from such applicant group to apply. (Sec. 38136 Ed Code)

The undersigned acknowledges that the La Mesa-Spring Valley School District is not responsible for any equipment, personal or real property that is left on District premises. Storage of personal or real property is at the sole risk of Applicant. If vandalism or theft occurs, Applicant acknowledges that the District is not responsible for replacing or reimbursing for any items that are damaged or stolen.

To expedite processing time, I agree that a photocopy or facsimile of my signature on this application may be accepted with the same authority as an original.

Applicant's Signature	Applicant's Title	Principal's Signature	Director, Maintenance & Operations
<i>Kathy Uchimura</i>	<i>President</i>	<i>Laura Holthaus</i>	<i>John Fox</i>

For District Use Only

FEES

Custodial Fees	Rental Fees	A/V Fees	District Support	Other Fees

La Mesa-Spring Valley School District
Facilities Use Agreement Addendum
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM (Page 1)

Date of Application: 8/22/21 Requested Facility: Northmont Elementary
Requested Date(s): 9/22,9/29,10/20, 10/27,11/3, 11/10 Requested Time(s): 2:20-3:20pm

Rooms To Be Used

Multipurpose Room: Classroom(s): Kitchen: Other:

In addition to the attached Application and Agreement for the Use of Facilities (the "Agreement"), Applicant/Representative enters this Coronavirus Addendum and hold harmless Agreement, which is hereby 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 be strictly followed by FACILITY USER 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. <https://www.sandiegocounty.gov/content/dam/sdc/hhsa/programs/phs/Epidemiology/HealthOfficerOrderCOVID19.pdf>

FACILITY USER hereby (i) acknowledges that it has received a copy of, has read and understands, and (ii) agrees it will comply with the Guidelines as the same pertain to social distancing protocols, as such Guidelines may be amended, updated, or superseded from time to time. FACILITY USER further acknowledges and understands that the Guidelines set forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces during FACILITY USER's use of District's facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of FACILITY USER's program and activities to prevent the spread of Coronavirus. FACILITY USER agrees that FACILITY USER, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by FACILITY USER and FACILITY USER's employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, invitees, staff, and spectators.

2. The FACILITY USER shall not hold the event at the District facility, and shall cancel the event if all Guidelines will not, are not, or cannot be met before, during, or after the event. Additionally, FACILITY USER shall have protocols in place and take all precautions necessary to ensure FACILITY USER and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, staff, invitees, and spectators do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. FACILITY USER understands and agrees that FACILITY USER will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.

La Mesa-Spring Valley School District
Facilities Use Agreement Addendum
APPLICATION AND AGREEMENT FOR THE USE OF FACILITIES
CORONAVIRUS ADDENDUM (Page 3)

8. Waiver and Release of Claims. To the fullest extent permitted by law, FACILITY USER releases the La Mesa-Spring Valley School 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 Indemnities"), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of the use and occupancy by FACILITY USER, its employees, invitees, participants, volunteers, students, members, and agents ("Facility Users Entities") of the District facility, including the risks from Coronavirus. This release is intended to discharge the District Indemnities against any and all liability arising out of or connected in any way with Facility Users Entities use and occupancy of the District facility, even though that liability may occur or arise out of the negligence or carelessness on the part of the District Indemnities. FACILITY USER understands that by signing this Agreement, FACILITY USER is releasing claims and giving up substantial rights, including the right to sue, and acknowledge that FACILITY USER is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

9. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, FACILITY USER AGREES TO IMMEDIATELY DEFEND, INDEMNIFY, AND HOLD THE DISTRICT INDEMNITIES FREE AND HARMLESS FROM ANY LOSS, ACTION, CLAIM, SUIT, DEMAND, 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 INDEMNITIES OR ANY OTHER PERSON OR ENTITY'S ACTIVE OR PASSIVE NEGLIGENCE.

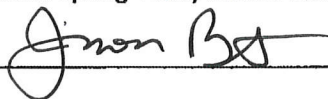
Addendum acknowledgment: I acknowledge that I have read this addendum and agree to all of its terms and that I fully understand my responsibility to adhere to all Coronavirus guidelines and instruction during the use of the District facility.

The Agreement is hereby incorporated into this Addendum by this reference and supplemented and amended to the extent set forth herein. This Addendum and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and FACILITY USER. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Addendum and any provision of the Agreement, the provisions of this Addendum shall control. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Addendum.

ACCEPTED AND AGREED on the latest date indicated below:

Dated: 9-15-21

La Mesa-Spring Valley School District

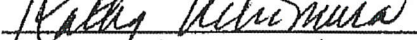
By: 

Jason Brust, Director, Maintenance,

Operations and Facilities

Dated: 8/22/21

Facility User: CFF Heartlight San Diego

By: 

Print Name: Kathy Uchimura

Print Title: President

**LA MESA-SPRING VALLEY SCHOOLS
AFTER-SCHOOL PROGRAM
FINGERPRINT CERTIFICATION LETTER**

The undersigned does hereby certify that:

I, Kathleen Uchimura, am an authorized representative of/doing business as CFF - Heartlight San Diego and hereby certify that, pursuant to Education Code Section 45125.1, this business/program entity has conducted the required criminal background check(s) of all persons who will be conducting or assisting with an after-school program at La Mesa-Spring Valley Schools on behalf of this business/program entity, and that none of those persons have been reported by the Department of Justice (DOJ) as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the person(s) who will be conducting or assisting with an after-school program at La Mesa-Spring Valley Schools and who may come in contact with students. I agree to keep this list current and to notify the La Mesa-Spring Valley School District of any additions/deletions as they occur.

NAME(S):

Please see attached listing	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 31 day of August, 2021, in San Diego County, California.

Kathleen Uchimura

Name of Authorized Representative

President

Title of Authorized Representative

Kathleen Uchimura

Signature

California Fitness Fun-Heartlight San Diego
2660 Fairfield Street, San Diego, CA. 92110
Tel 619-276-7763
kuchimura@heartlightsandiego.com
www.heartlightsandiego.com



Fingerprint Certification Letter - Additional Names:

Ashaar Ahmed
Rachelle Bailey
Daniel Barajas
Aleah Durkee
Monique Easley-Bland
Maryza Hanson
William Kessinger
Danny Ferrez
Lisa Ferrez
Chloe Moe
Amanda Pereira
Soraya Ramirez
Karima Reyes
Kira Reyes
Ryan Reyes
Tamara Rodriguez
Upasana Tejawani
Natasha Thompson
Nicole Wooding
Lydia Young