

**EAST VALLEY INSTITUTE OF TECHNOLOGY**

**FACILITY USE MANUAL**

**1601 West Main Street  
Mesa, AZ 85201  
(480) 461-4000**

# **FACILITY USE MANUAL**

## **TABLE OF CONTENTS**

**A. FORWARD**

**B. GOVERNING STATUTES FOR COMMUNITY USE OF SCHOOL FACILITIES**

**C. RULES & REGULATIONS FOR COMMUNITY USE OF SCHOOL FACILITIES**

**D. PROCESSING PROCEDURES FOR COMMUNITY USE OF SCHOOL FACILITIES**

**E. FACILITY USE AND SECURITY GUIDELINES**

**F. APPLICATION FOR USE OF SCHOOL FACILITIES**

**G. USE OF SCHOOL FACILITIES AGREEMENT**

## **FORWARD**

District owned facilities are available for public use pursuant to A.R.S. Section 15-1105 *et seq.* The Governing Board has adopted the spirit and intent of this public law in making the facilities of the District available to the public. In doing so however, the District cannot subject itself or its residents to liability not otherwise assumed in the normal course of operation. Therefore, as a User/Licensee of District facilities, you must read and sign the enclosed Facility Use Agreement and provide the required evidence of insurance coverage. All fees, if any, must be paid in advance of use.

**GOVERNING STATUTES  
FOR  
COMMUNITY USE OF SCHOOL FACILITIES**

**EAST VALLEY INSTITUTE OF TECHNOLOGY**

**Governing Statute A.R.S. §15-1105**

**COMMUNITY USE OF SCHOOL FACILITIES**

The Governing Board may grant the use of school facilities to responsible and properly organized community groups for the purposes of education and civic welfare. Such use shall not interfere with any school activity. The District shall approve the usage of leased property.

The Superintendent may approve the use of school facilities by non-school organizations. Charges shall be made according to guidelines and the schedule of fees developed by the Superintendent and approved by the Board. The Superintendent shall establish such rules and regulations as are needed to implement this policy, as well as to assure the preservation of District property.

School-related use of facilities shall, at all times, be under the supervision of District employees.

Groups and/or organizations shall not use District facilities for the purposes of influencing the outcome of elections unless the facility is leased and a rental fee is paid, as provided in A.R.S. 15-1105(A).

Any group and/or organization permitted uncompensated use pursuant to A.R.S. 15-1105(B) that violates this policy shall have the privilege of use revoked.

It is considered "uncompensated use" if the group and/or organization pays only the District's out-of-pocket costs in connection with the use of District facilities.

Ultimate authority for the granting of use of facilities rests with the Board. A decision of the Superintendent may be appealed to the Board.

*Adopted:* January 13, 1997

LEGAL REF.:                   A.R.S. 12-820.07  
                                      15-511  
                                      15-1105  
                                      15.1141 to 15.1143  
                                      16-411(E)(F)

CROSS REF.: EDC--Authorized Use of School-Owned Materials and Equipment

# **EAST VALLEY INSTITUTE OF TECHNOLOGY**

## **Governing Statute**

### **AUTHORIZED USE OF SCHOOL-OWNED MATERIALS AND EQUIPMENT**

District equipment may be used by school or non-school agencies and individuals for purposes that are not in conflict with any Arizona Revised Statute(s), federal or state rules or regulations, or Board policies, subject to the following:

- The District shall not incur any expense due to the use of materials or equipment.
- The Superintendent shall establish procedures for approval of the use of materials or equipment, or shall submit request to the Governing Board for review and action.
- The District shall not be in competition with any local business firm that could provide like equipment.
- Rental fees will be charged or waived, as appropriate, by the District.
- Any person or agency using such materials or equipment that is lost or damaged during such period of use shall be required to reimburse the District for repair or replacement.

*Adopted:* January 13, 1997

LEGAL REF: A.R.S. 15-1105

CROSS REF: A.R.S. Community Use of School Facilities

**RULES AND REGULATIONS  
FOR  
COMMUNITY USE OF SCHOOL FACILITIES**

# EAST VALLEY INSTITUTE OF TECHNOLOGY

## Rules and Regulations

### COMMUNITY USE OF SCHOOL FACILITIES

Organizations that wish to use school facilities must contact the appropriate administrator for approval and scheduling. A permit for use of school facilities must be completed. This application should be completed at least thirty (30) days prior to the use date.

No organization may use District facilities unless the Superintendent or designated administrator approves the program.

Religious groups are not permitted to use District facilities unless proper application is made and approved by the Board. The request by any religious organization for regular use of school facilities shall be denied. A religious group that wishes to use District facilities on a temporary basis must own property and have definite plans to construct its own facilities.

In case of conflict of schedule, the following organizations have preference, in the following order:

- The District school.
- Youth organizations.
- Parent organizations.
- Other.

No apparatus, furniture, or equipment is to be moved onto District property unless the Superintendent or designated administrator grants special permission, in advance.

The number of tickets sold to any function shall not exceed the normal capacity of the facility granted for use in the permit.

The use of special equipment owned by the District shall be permitted only when operated by District employees or other individuals specifically authorized in the permit.

No material of any kind shall be attached to any part of the facility without written approval.

No smoking is to be allowed. No refreshments are to be served or sold on school grounds or in the buildings except in the appropriate facilities and with prior approval by the appropriate administrator.

The District shall provide needed custodial services, culinary arts employees, and/or other employees needed during the preparation period prior to facility use and to clean up and restock facilities after facility use.

**Administrators or caretakers are to have access to all facilities at any and all times. Premises are to be vacated and lights are to be off at the time specified.**

All properties are to be accounted for and left in as good condition as received. Extra property is to be removed from the premises no later than twenty-four (24) hours after the performance, or sooner in some cases if the educational process is adversely affected by the extra property.

Any advertising for the promotion of the program, such as newspaper releases, posters, tickets, and handbills, must identify the sponsoring agent.



The District reserves the right to refund payments made in advance for rental of any facilities if the Governing Board should decide that the performance is not in the best interests of the District, and to cancel the use of the facility on the date or dates specified in this agreement by notifying the applicant by one or more of the following means:

- Telephone.
- Messenger.
- Letter to the address as given in the application.
- Insertion of one advertisement in an appropriate daily newspaper at any time prior to any such performance.

The applicant agrees to indemnify and save harmless the District from any claims or loss by reason of the applicant's use or misuse of the leased premises and from any claim or loss by reason of any accident or damage to any person or property occurring on said premises.

A.R.S. 15-1105(C) requires the applicant to show proof of liability insurance coverage in the amount of \$1,000,000.00, and \$10,000.00 property damage, with the East Valley Institute of Technology School District No. 401 named as an additional insured on the policy.

The applicant affirms that no event will be held for the purpose of advancing any theory subversive to the constitutions or laws of the state of Arizona or the United States, or for the purpose of advocating social or political change by violence.

It is understood that the Governing Board reserves the right to make additional conditions and stipulations, and that any such conditions and stipulations (as attached) are a part of this agreement.

Rent is payable within one (1) week after invoice date. It is understood that all rates, as well as other conditions stipulated, are parts of any agreement.

**PROCESSING PROCEDURES  
FOR  
COMMUNITY USE OF SCHOOL**

## EAST VALLEY INSTITUTE OF TECHNOLOGY

### Procedures for Processing Applications for Use of School Facilities

1. Organizations that wish to use school facilities must contact the District Office for approval and scheduling.
2. Permission for use will be granted by the Superintendent or designated administrator.
3. The District Office will distribute packets for Use of School Facilities.

Each packet will consist of: (1) Governing Statutes of Facility Use (2) Rules and Regulations for Facility Use (3) Processing Procedures for Community Use of School (4) Facility Use and Security Guidelines (5) Application for Use of School Facilities (6) District Facility Use Agreement

4. The Use of School Facilities Packet must be completed and submitted in its entirety, at least thirty (30) days prior to the use date for approval.
5. The completed Use of School Facilities Packet is subject to the following review by the District Office:
  - Application for Use of School Facilities was submitted at least (30) days prior to the use date for approval;
  - Application for Use of School Facilities is completed and signed by authorized representative of applicant;
  - Facility request, days/dates and time schedules do not interfere with any school activity;
  - Facility User/Licensee Checklist is completed and signed by authorized representative of applicant;
  - Certificate of Insurance has been attached to Application; and
  - The applicant has provided payment of non-refundable processing fee.
6. The District Office will notify the applicant within three (3) working days (of receipt or postmark of the application) whether the submitted paperwork is incomplete.
7. The District Office will forward a completed Use of School Facilities Packet to the Superintendent or designated administrator for approval.
8. The Superintendent or designated administrator will review the program and determine: (1) availability of requested facilities, (2) facilities needed, (3) any additional service, apparatus or equipment, (4) the category in which the application is classified, (5) the school district personnel needed, and (6) the total cost of facility use.

If the use of school facilities is approved, the Superintendent or designated administrator must sign the Application and Facilities Use Agreement to enter into an agreement with the applicant.

9. The approved Use of School Facilities Packet will be forwarded to the Business Manager for final verification of availability, scheduling of requested facilities; scheduling of personnel, notification of approval to all applicable parties; and invoicing for use of facilities.
10. Fees are payable within one (1) week after the invoice date. Future use of school facilities will be denied if payments are not current. The amount to be remitted is the Total Charge, which will appear on the Application for Use of School Facilities when it is approved. Cashier checks, certified checks, money orders or checks drawn by established Business organizations must be made payable to the East Valley Institute of Technology.
11. If the facility is used beyond the designed times or there are other factors requiring an additional charge to be made to the applicant, the Superintendent or designated administrator shall follow through on the collection of the additional charges.

**FACILITY USE AND SECURITY GUIDELINES**

**EAST VALLEY INSTITUTE OF TECHNOLOGY**  
**Facility Use and Security Guidelines**

**General Safe Practices**

While using the District facility, the User/Licensee shall adopt and follow safe practices in its operations.

**Cooperation**

The User/Licensee is expected to cooperate with District personnel to ensure a safe site. User/Licensee shall clarify with District personnel all safety and security requirements prior to use of the facilities.

**Facility Use and Security Guidelines**

1. All use shall be performed in compliance with all applicable federal, state and local laws, ordinances, statutes, rules and regulations including OSHA rules and regulations.
2. The User/Licensee shall furnish and require participants to wear appropriate personal protective equipment.
3. The User/Licensee shall observe District vehicle use and parking guidelines. The User/Licensee shall not allow any parking in areas marked with red indicating fire lanes.
4. The User/Licensee shall maintain all areas used in a clean well-organized manner.
5. Any electrical tools, appliances and extension cords used shall be in good condition.
6. All means of access or egress shall be identified and communicated to participants.
7. The User/Licensee shall identify areas where travel is not permitted, and those roadways and sidewalks shall be effectively barricaded.
8. The User/Licensee shall inspect roadways and sidewalks to be used. Areas should be well-lighted and clear of obstructions.
9. All materials used shall be properly handled, stored or stacked.
10. The User/Licensee shall provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
11. The User/Licensee shall not serve or use liquor or narcotic drugs during use of the facility.
12. The User/Licensee shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
13. The User/Licensee shall maintain a list of emergency agencies and phone numbers available at all times.

**APPLICATION  
FOR  
USE OF SCHOOL FACILITIES**

**EAST VALLEY INSTITUTE OF TECHNOLOGY  
APPLICATION FOR USE OF SCHOOL FACILITIES**

**To be completed by User/Licensee. Every question must be answered.**

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_  Profit  Nonprofit

Street Address: \_\_\_\_\_

District facility(ies) requested: \_\_\_\_\_

Day(s) of event:  Mon  Tues  Wed  Thurs  Fri  Sat  Sun

For the period: \_\_\_\_\_ until \_\_\_\_\_  
(starting date) (ending date)

Time entering/leaving facility: From \_\_\_\_\_ AM/PM Until \_\_\_\_\_ AM/PM

Content/Theme of Event (please be specific): \_\_\_\_\_

Nature of activities: \_\_\_\_\_ Est. # attending: \_\_\_\_\_

Will admission be charged?  Yes  No Adult: \$ \_\_\_\_\_ Student: \$ \_\_\_\_\_

Special equipment or needs: \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone:(work) \_\_\_\_\_ (cell) \_\_\_\_\_ (fax) \_\_\_\_\_

Email \_\_\_\_\_

**Categories of Use: (Reference Facility Fee Schedule for charges)**

- **Category I** – Nonprofit,
- **Category II** – Commercial or for profit.

**Note:** This application is subject to the following:

**NONSCHOOL ACTIVITIES – Category I & II**

Liability insurance coverage in the amount of \$1,000,000.00 and \$10,000.00 property damage, with East Valley Institute of Technology School District No. 401 named as an additional insured on the policy. Requests without such proof cannot be approved. The school district carries no liability insurance protecting organizations engaged in non-school activities.

**USE OF FACILITY FEES.** Payable within one (1) week after invoice date. It is understood that all rates, as well as other conditions stipulated, are parts of any agreement.

**AGREEMENT.** If the application is approved the User/Licensee must enter into an agreement with the District. The said agreement sets forth the terms and conditions of use and is binding upon the parties.

Signature: Authorized Representative of User/Licensee \_\_\_\_\_ Date \_\_\_\_\_

## **FACILITY HOURLY FEE SCHEDULE:**

**DOLLAR FEES (PER HOUR):** (n/c = no charge) **Note:** Fees to be figured to the nearest half-hour.

<u><b>CATEGORIES</b></u>	<u><b>I Non-Profit</b></u>	<u><b>II For Profit</b></u>
<b>Administration Building #1</b>		
Jack Shell Auditorium	\$100.00	\$100.00
(*Overtime and Weekends extra) see explanation below		
Classrooms, Regular	\$ 25.00	\$ 35.00
Computer labs	\$ 35.00	\$ 45.00
<b>Health Sciences Building #14</b>		
Lecture Hall	\$ 50.00	\$ 75.00
Classroom, Regular	\$ 25.00	\$ 35.00
Computer labs	\$ 35.00	\$ 45.00
<b>Fire and Law Building #11</b>		
Auditorium	\$ 50.00	\$ 75.00
Rope Course	\$1,000.00	\$1,000.00 (Daily rate)
Tactical House /Tower	\$500.00	\$500.00 (Daily rate)
Classroom, Regular	\$ 25.00	\$ 35.00
<b>Special areas &amp; classrooms:</b>		
Trade & Industry (Auto, etc)	\$ 45.00	\$ 55.00
District Boardroom	\$ 45.00	\$ 55.00
P.R. Conference Room	\$ 35.00	\$ 45.00
Parking lot area	\$ 50.00	\$ 50.00
<b>Culinary Arts Banquet Rooms (without food):</b>		
Banquet Room #1 Jacaranda	\$110.00	\$110.00
Banquet Room #2 Mesquite	\$110.00	\$110.00
Banquet Room #3 Palo Verde	\$110.00	\$110.00
Banquet Rooms Combined	\$300.00	\$300.00

**Note:**

- **Overtime** hours are constituted as Holidays and Monday - Friday prior to 7am and after 3:30pm. **\$50.00** will be added per hour. All other hours (7:30am -3:30pm) are considered **regular.**
- **Weekends** are constituted as Saturdays & Sundays. All **weekend prices are doubled** from regular hour days.
- Culinary services are available on Saturdays with a \$5000.00 minimum food purchase. Culinary services are not available on Sundays.

**Note:** Maximum occupancy for Culinary Banquet Hall with tables is 350 people. Minimum number of guests during overtime hours is 100 and 25 guests during regular hours.

**Note:** The use of special equipment owned by the District shall be permitted only when operated by District employees or other individuals specifically authorized in the application.



**FEES FOR SPECIAL PERSONNEL: (PER HOUR)**

**Note:** Fees to be figured to the nearest half-hour. All contracts must specify exact number of personnel and hours required.

**Overtime/Weekends**

Security, Electrician, & Custodian	\$30.00
Audiovisual Specialist, Computer Technician	\$30.00
Administrator on Campus during event	\$40.00

**Note:** An additional custodial fee of \$20.00 will be added per every 50 additional attendees.

**Note:** The District shall provide needed custodial services, culinary arts services, and/or other employees needed to prepare the facilities (Minimum of 30 minutes) prior to facility rental use at the expense of the User/Licensee. In addition, the District will provide the services to properly cleanup and restock the facilities (Minimum of 30 minutes) after each use at the expense of the User/Licensee.

**EQUIPMENT RENTAL: (DAILY RATES)**

VCR	\$ 35.00
Internet Access	\$ 50.00
Speaker Phone	\$ 50.00
LCD Projector & Screen	\$100.00

District Superintendent or designated administrator's signature below acknowledges that the facility is available.

Signature of District Representative \_\_\_\_\_ Date: \_\_\_\_\_

**USE OF SCHOOL FACILITIES AGREEMENT**

**East Valley Institute of Technology  
USE OF SCHOOL FACILITIES AGREEMENT**

Date: \_\_\_\_\_

As a representative of User/Licensee \_\_\_\_\_ I, as the duly authorized representative of said group, do hereby agree to the terms and conditions set forth herein by the *East Valley Institute of Technology District No. 401 (the District)* and agree that all terms and conditions that must be met prior to use will be met in accordance with the requirements of the District. I further understand that said use may not occur until all requirements have been met per A.R.S. §15-1105 and the Rules and Regulations (KF-RA) of East Valley Institute of Technology.

A User/Licensee entering into an agreement shall thereby waive any claim against and shall indemnify, save, and hold harmless the District and its agents and employees for any damages to the premises, fittings, equipment, and furnishings of the facilities during the time the premises are used or occupied under said agreement, and against claims of any and all persons for injury to persons or damage to property occasioned by or in connection with the use of school facilities by the User/Licensee.

**Re-licensing**

The District reserves the right to re-license any portion of the facilities that become vacant during the term of any agreement or any area wherein the agreement therefore has been voided or canceled by either party. If the District re-licenses because of User/Licensee's default, no refund will be due first User/Licensee of any sums paid in advance; *e.g.*, the District may have incurred expenses in connection with the User/Licensee.

**Sub-licensing**

No User/Licensee shall assign any agreement on any of the facilities or any area therein or any rights under said agreement without prior written approval from the Superintendent or designated administrator.

**Alteration of Premise**

Each User/Licensee shall leave the premises in the condition found, and in the event any User/Licensee finds it necessary to remove, change, or replace any stage, rigging, or equipment, such changes shall be made by the District, at the User/Licensee's expense. No User/Licensee shall make any such changes or alterations without prior written approval from the Superintendent or designated administrator.

**Damage to Buildings and Contents**

The User/Licensee using the facilities shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures, equipment, etc., sustained from such use, whether caused by the User/Licensee or the User/Licensee's patrons, ordinary wear and tear excepted. Repair of damages to the premises shall be at the expense of the User/Licensee.

No decorative or other materials shall be attached to any part of the building so as to damage the building. Nor shall any persons bring, exhibit, or set off fireworks or explosives on the premises.

**Machinery, Flammable Liquids, and Electricity**

No person shall erect any engine, motor, or other machinery on the premises, or use any gas, electricity, flammable liquid, or charcoal therein without prior written approval from the Superintendent or

designated administrator. The District electrician or his/her representative must make all electrical connections of any kind.

The use of special equipment owned by the District shall be permitted only when operated by District employees or other individuals specifically approved by the Superintendent or designated administrator.

### **Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies**

No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, lighting fixtures, or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed, or caused to be used for any purpose other than ingress and egress. The User/Licensee shall pay for any damage resulting on account of any misuse of any portion of the premises.

### **Liability for User/Licensee's Property**

A.R.S. §15-1105 (C) requires the applicant to show proof of liability insurance coverage in the amount of \$1,000,000.00, and \$10,000.00 property damage, with the East Valley Institute of Technology School District No. 401 named as an additional insured on the policy.

The User/Licensee agrees to indemnify and save harmless the District from any claims or loss by reason of the User/Licensee's use or misuse of the leased premises and from any claim or loss reason of any accident or damage to any person or property occurring on said premises.

The District shall not be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be delivered until the User/Licensee has made proper arrangements for receiving, handling, and storage of such material.

### **Lost or Misplaced Articles**

The District shall have the sole right to collect and have the custody of articles left on the premises by the User/Licensee's patrons and to provide for the disposition thereof. Such articles shall be kept on the premises for twenty-four (24) hours and then disposed of, as the Superintendent or designated administrator deems advisable. The District shall assume no responsibility for losses suffered by the User/Licensee or the User/Licensee's agents, servants, or employees that are occasioned by theft or disappearance of equipment, articles, or other personal property.

### **Abandoned Equipment**

Any equipment or effects of the User/Licensee remaining on the premises for more twenty-four (24) hours after the expiration of the agreement shall be deemed abandoned and shall be disposed of by the Superintendent or designated administrator.

### **Entrance and Exit**

Administrators or caretakers are to have access to all facilities at any and all times. Premises are to be vacated and lights are to be off at the time specified on the Application for Use Of School Facilities (Page 12) or no later than 10:00 PM.

All persons shall use--and all articles, exhibits, fixtures, displays, and other equipment shall be brought into and out of the building only at---designated entrances and exits. Vehicular traffic or parking in areas on the premises not designated for such purpose shall require prior approval by the Superintendent or designated administrator.

## **Permits and Licenses**

The User/Licensee has the responsibility to obtain any additional permits and licenses required by, and shall permit inspection by, appropriate personnel, *e.g.*, health permits or inspection by the fire marshal.

## **Security and Safety Patrol**

The User/Licensee shall reimburse the District for such security and safety personnel as are required and approved by the Superintendent or designated administrator.

## **Observance of Law**

The User/Licensee of the facilities shall comply with all laws of the United States and the state of Arizona, and with all applicable city ordinances, including any rules and regulations for the facilities under the charge and control of the District. Violations by the User/Licensee may result in cancellation of the agreement and discontinuance of the use of the facilities.

The User/Licensee affirms that no event will be held for the purpose of advancing any theory subversive to the constitutions or laws of the State of Arizona or the United States, or for the purpose of advocating social or political change by violence.

## **Objectionable Performances of Persons**

Any use of the facilities that is contrary to public policy or that is not in the best interests of the District, or is in violation of any law, shall be a violation of the agreement and shall be grounds for immediate revocation of the agreement, and any performer or any other person whose conduct is objectionable, disorderly, or disruptive to facility use, or in violation of any law, shall be refused entrance or shall be immediately removed from the premises.

## **Signs, Posters, and Literature**

Any advertising for the promotion of the program, such as newspaper releases, posters, tickets, and handbills, must identify the sponsoring agent.

No material of any kind shall be attached to any part of the facility without written approval.

The User/Licensee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar, or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks, or screws to be installed on any part of the building or premises. Signs may be posted only on billboards provided for such use, and all signs, advertisements, posters, etc., must be related to the performance or exhibition to be given on the premises.

The User/Licensee shall not distribute or circulate or permit to be circulated any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the immediate attraction. Such material must have prior approval from the Superintendent or designated administrator, and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.

## **Advertising**

All advertisements of performances and/or attractions for which an admission is to be charged must state the total admission prices. The User/Licensee shall not advertise any performance or the appearance of any performer unless and until agreements between all parties involved have been properly executed prior to signing the agreement with the District. Any advertising for the promotion of the program, such as newspaper releases, posters, tickets, and handbills, must identify the sponsoring agent.

## **Facility Capacity**

Participants will not be permitted inside any facility in excess of its established capacity. Enforcement of the requirement rests solely with the User/Licensee. The number of tickets sold to any function shall not exceed the normal capacity of the facility granted for use in the permit.

## **Termination of Contract**

The *East Valley Institute of Technology* reserves the right to terminate this agreement if the User/Licensee or representative(s) of the User/Licensee is found to be in violation of District rules, regulations, or procedures or is found to interfere with the District's instructional program. In addition, in case of fire, casualty, or other unforeseen occurrences that render impossible the fulfillment of an agreement by the District, said agreement shall be immediately terminated by the Superintendent or designated administrator. In such cases, payments shall be paid only for the time the premises are actually used. The User/Licensee shall waive any and all claims for damages in the event of such termination.

The District reserves the right to refund payments made in advance for rental of any facilities if the Governing Board should decide that the performance is not in the best interests of the District, and to cancel the use of the facility on the date or dates specified in this agreement by notifying the applicant by one or more of the following means:

- Telephone.
- Messenger.
- Letter to the address as given in the application.
- Insertion of one advertisement in an appropriate daily newspaper at any time prior to any such performance.

## **Use of Facilities**

The Governing Board may grant the use of school facilities to responsible and properly organized community groups for the purposes of education and civic welfare. Such use shall not interfere with any school activity. The District shall approve the use of leased property.

The Superintendent may approve the use of school facilities by non-school organizations. Ultimate authorization for granting of use of facilities rests with the Board. A decision of the Superintendent may be appealed to the Board.

School-related use of facilities shall, at all times, be under the supervision of District employees. Groups and/or organizations shall not use District facilities for the purposes of influencing the outcome of elections unless the facility is leased and a rental fee is paid, as provided in A.R.S. 15-1105(A).

Any group and/or organization permitted uncompensated use pursuant to A.R.S. 15-1105(B) that violates this policy shall have the privilege of use revoked.

It is considered "uncompensated use" if the group and/or organization pays only the District's out-of-pocket costs in connection with the use of District facilities.

Religious groups are not permitted to use District facilities unless proper application is made and approved by the Board. The request by any religious organization for regular use of school facilities shall

be denied. A religious group that wishes to use District facilities on a temporary basis must own property and have definite plans to construct its own facilities.

Rent is payable within one (1) week after invoice date. It is understood that all rates, as well as other

conditions stipulated, are parts of any agreement.

The District reserves the right to refund payments made in advance for rental of any facilities if the Governing Board should decide that the performance is not in the best interests of the District, and to cancel the use of the facility on the date or dates specified in this agreement by notifying the applicant by one or more of the following means:

- Telephone.
- Messenger.
- Letter to the address as given in the application.
- Insertion of one advertisement in an appropriate daily newspaper at any time prior to any such performance.

The User/Licensee affirms that no event will be held for the purpose of advancing any theory subversive to the constitutions or laws of the state of Arizona or the United States, or for the purpose of advocating social or political change by violence.

It is understood that the Governing Board reserves the right to make additional conditions and stipulations, and that any such conditions and stipulations (as attached) are a part of this agreement.

In case of conflict of schedule, the following organizations have preference, in the following order:

- The District school.
- Youth organizations.
- Parent organizations.
- Other.

The following specific rules shall be observed while using any facility and the User/Licensee shall be held responsible for enforcing them and for any damages growing out of any violation of them:

- The use of tobacco in any facility in any form is prohibited.
- Drinking of alcoholic beverages or gambling anywhere in or on the premises is prohibited.
- No refreshments are to be served or sold on school grounds or in the buildings except in the appropriate facilities and with prior approval by the appropriate administrator.
- No apparatus, furniture, or equipment is to be moved onto District property unless the Superintendent grants special permission, in advance.
- The use of special equipment owned by the District shall be permitted only when operated by District employees or other individuals specifically authorized in the applicant.
- No materials of any kind shall be attached to any part of the facility without written approval.
- Persons attending functions shall confine themselves to the specific part of the facility assigned in the contract.
- The use of school supplies shall not be permitted without the permission of the Superintendent or designated administrator.
- Facilities must be vacated by 10:00 P.M. unless permission is otherwise granted specifically in the Facility Use Agreement. It is the responsibility of the User/Licensee to see that this requirement is administered.

### **Use of District Kitchens**

No District kitchen facility shall be used except as specifically outlined and approved by the Superintendent. Charges for the department shall establish catering services rendered by the Culinary Arts Department, approved by the Superintendent or designated administrator, and paid directly to the Culinary Arts Department.

### **Default by User/Licensee**

In the event that the User/Licensee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of the agreement to be performed, kept, or observed, the Superintendent or designated administrator shall give the User/Licensee written notice of such default, and the User/Licensee may be declared in default and all of his/her rights hereunder shall terminate. At the direction of the Superintendent or designated administrator, the User/Licensee shall vacate the school facilities and shall have no right to further operate therein and shall forfeit all rights under the contract to any monies due or paid the District in the form of deposits, etc.

The User/Licensee, in accepting the contract, shall agree that the District shall not be liable to prosecution or for damages in the event the District declares the User/Licensee in default hereunder.

### **Special-Interest Groups**

Setup and rearranging of chairs, etc., is the responsibility of the district and charged as an expense to the User/Licensee. The storing of paraphernalia shall not be a part of this agreement.

The District has the right to terminate the use agreement in the event the User/Licensee or the User/Licensee's representative is found to be in violation of District rules, regulations, or procedures or the User/Licensee's use is found to interfere with the District's instructional program. The User/Licensee will be given written notification of the cause for termination of the agreement and the date on which the User/Licensee is to discontinue use of the District's facilities.

#### ***The District agrees:***

- That rest-room facility can be made available when a District employee is employed. The district reserves the right to close the restroom facilities if they are not respectfully used.

#### ***The User/Licensee agrees:***

- No organization may use District facilities unless the Superintendent approves the usage.
- The use of special equipment owned by the District shall be permitted only when operated by District employees or other individuals specifically authorized in the permit.
- No apparatus, furniture, or equipment is to be moved onto District property unless the Superintendent grants special permission, in advance.
- All properties are to be accounted for and left in as good condition as received. Extra property is to be removed from the premises no later than twenty-four (24) hours after the performance, or sooner in some cases if the educational process is adversely affected by the extra property.
- The District shall provide needed custodial services, Culinary Arts employees, and/or other employees during each use and to clean up and restock facilities after each use.
- Administrators or caretakers are to have access to all facilities at any and all times. Premises are to be vacated at the time specified.
- All activities must be under competent adult supervision supplied by the User/Licensee.
- The Superintendent or designated administrator may require the User/Licensee to provide additional adult supervision or security, as the Superintendent or designated administrator deems appropriate.
- Any payments made by the User/Licensee to any employee or agent of the District must be approved in writing by the Superintendent or designated administrator.
- The District has the right to have a District employee present on the premises at all times that it deems appropriate.
- Preparation of the facilities for the User/Licensee's program shall not interfere in any way with the school program at any site.
- To furnish all needed materials for the operation of the User/Licensee's program without cost or obligation to the District.



- That no modification of the school premises for the User/Licensee's activities shall be made without approval by the Superintendent or designated administrator.
- That no concession stand shall be opened for operation.
- That there shall be no permanent type of advertising.
- All fees are payable within one week after invoice date. It is understood that all rates, as well as other conditions stipulated, are parts of any agreement.

***The District and the User/Licensee mutually agree:***

- That the User/Licensee shall exercise no control or jurisdiction over the property of the District, the improvements, or the premises except to have policing privileges of the grounds during the time that the User/Licensee's activities are being conducted, and except as otherwise provided herein.
- That the school facilities shall be returned to the District in good condition (as judged by the Superintendent or designated administrator) not later than the day following the last scheduled date as per the agreement (except by special permission from the Superintendent or designated administrator).
- That if facilities have not been restored to original condition by the day following the last scheduled activity, the District shall restore the facilities, and the cost of such restoration shall become the financial obligation of the User/Licensee.
- That if said obligation of User/Licensee is not met within a reasonable time, this inaction shall constitute proper reason for disallowing further use of the facilities by the User/Licensee.
- That the District reserves the right to terminate this contract upon notice if the User/Licensee has violated any of the agreement contained herein or has in any way abused the privilege granted in using the school facilities.
- That the District reserves the right to consider rescheduling of any or all facilities upon the request of additional groups for use of such facilities. If a rescheduling is effected, the District agrees to give one week's notice in writing to the User/Licensee involved.
- That all other regulations of the District pertaining to agreements issued for the use of school facilities are binding on the User/Licensee.

This application is not approved until signed by the Superintendent or designated administrator. As stated in the Rules and Regulations, this agreement is revocable at any time (without stated reason) by the Superintendent or designated administrator. A copy will be returned to the User/Licensee after approval has been granted. The User/Licensee will be billed in advance of rental. Payment will be due one week prior to the rental date.

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Signature of the User/Licensee's representative

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Date

**APPROVED:**

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Signature of the District's representative

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Date