

MARICOPA UNIFIED SCHOOL DISTRICT NO. 20



FACILITY USE OCCUPANT'S MANUAL

Forward

Maricopa Unified School District's facilities are available for public use pursuant to the Arizona Revised Statute (A.R.S.) Section 15-1105 et seq. In doing so, however, the District cannot subject itself nor its residents to liability not otherwise assumed in the normal course of operations. Therefore, as an Occupant of our facilities, you must read and sign the enclosed Facility Use Agreement, Facility Use Guidelines and provide the required evidence of insurance.

All fees, if any, must be paid in advance of the use of the facilities. Checks shall be made payable to MUSD 20 and hand delivered to the District Office at least three (3) days prior to the event.

Insurance:

Note: State law mandates that all persons or groups who request the use of school facilities shall submit proof of liability insurance for such use. A "binder" or copy of the insurance policy must be submitted to the school district. If requestor must purchase insurance for such coverage, Maricopa Unified Schools District #20 should be named as co-insured party. The requirement must be met prior to approval of your request for use of facilities. Coverage must be for \$10,000 property damage and \$1,000,000 liability damages.

The Occupant should follow the Facility Use Procedure and Occupant Checklist on the next page (Appendix A) to schedule the use of the facility and/or purchase the insurance.

Appendix A

Occupant's Checklist

MARICOPA UNIFIED SCHOOL DISTRICT NO. 20

FACILITY USE PROCEDURE and OCCUPANT'S CHECKLIST

To be completed and signed by the Occupant. Check each box.

Y N

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Read, complete and sign the Facility Use Agreement located in Appendix B to this Facility Use – Occupant's Manual. Will you comply with its terms and conditions? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Read and sign the Facility Use Guidelines located in Appendix C to this Facility Use – Occupant's Manual? Will you comply with its requirements? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Do you understand that you are responsible to inform all participants of your organization of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Do you have the necessary coverage and verification of insurance? |

If you answered "yes" to questions 1-4, please sign below and return this form to the District along with the signed Facility Use Agreement (Appendix B), Facility Usage Request (Appendix E), and a copy of the certificate of insurance.

Name of Occupant's Organization: _____

Date: _____

Signature of Occupant: _____

Name of Occupant (Print): _____

Appendix B
Facility Use Agreement

**FACILITY USE AGREEMENT
BETWEEN**

Maricopa Unified School District No. 20

and

(Name of organization using the facility)

1. PARTIES

The parties to this Contract are Maricopa Unified School District No. 20, hereinafter referred to as "DISTRICT", and _____ (enter name of organization using the facility), hereinafter referred to as "OCCUPANT".

2. RECITALS

This agreement is made with reference to the following facts:

2.1 DISTRICT has offered to make available the _____ (enter name of location) FACILITY to be used by the OCCUPANT for occasional or onetime use as a/an _____ (enter intended use of location).

2.2 OCCUPANT represents that the FACILITY will only be used for the purpose so stated.

3. USE

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of the FACILITY. OCCUPANT agrees to take good care of the FACILITY and any equipment and furniture located therein, and to leave the FACILITY at all times in as good order and condition as existed prior to OCCUPANT's use thereof. OCCUPANT shall not use or allow any portion of the FACILITY to be used for any unlawful purpose. OCCUPANT shall not commit or allow to be committed any waste or nuisance in or about the FACILITY, or subject the FACILITY to any use that would damage any portion of the FACILITY or raise or violate any insurance coverage maintained by the DISTRICT. OCCUPANT shall not allow a number of persons in any portion of the FACILITY at any time in excess of the legal or normal capacity of such portion of the FACILITY. OCCUPANT shall not permit any food, drink or smoking in any portion of the FACILITY without the prior written consent of the DISTRICT.

4. SCHEDULING

OCCUPANT shall schedule by completing **Appendix E** and returning by hand to the District Office or by mail to:

Shari Payne
Facility Co-coordinator
Maricopa Unified School District No. 20
19595 N Taft Avenue
Maricopa, AZ 85139

Said written notice will state the exact times during the term hereof that it desires to use any portion of the FACILITY. OCCUPANT shall confirm the date, time and function of usage of the FACILITY by telephone call. Please direct calls to the District office at 520-568-5100 ext 1180.

Said confirmation shall occur at least seven (7) days prior to such intended use. If OCCUPANT has not so scheduled and confirmed for its use any portion of the FACILITY prior to such time, then the DISTRICT shall be free to use or allow others to use such unscheduled portion of the FACILITY at its discretion.

5. TERM

The term of this agreement shall commence on _____, 20____ and end on _____, 20____, at which time OCCUPANT's rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by the DISTRICT, at its sole discretion.

6. COMPENSATION

OCCUPANT will compensate DISTRICT for use of the FACILITY as is indicated in Appendix D of the Facility Use - Occupant's Manual or as follows (insert terms of compensation):

7. INSURANCE

Pursuant to A.R.S. Section 15-1105 et seq., OCCUPANT, agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with OCCUPANT's use of any portion of the FACILITY, which insurance shall include the DISTRICT as an additional insured and be primary and non-contributing to any coverage maintained by the DISTRICT. OCCUPANT shall provide the DISTRICT with a certificate evidencing such insurance coverage is in effect.

8. LIABILITY AND INDEMNITY

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to the DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to OCCUPANT's use or occupancy of any portion of the FACILITY from any cause whatsoever, and OCCUPANT hereby waives all claims in respect thereof against DISTRICT. OCCUPANT shall indemnify, defend, and save harmless DISTRICT and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or subcontractors, or arising out of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such laws. Occupant's obligation under this Section 8. shall not extend to any liability caused by the sole negligence of DISTRICT, or its employees. Where both DISTRICT and OCCUPANT, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

9. ENTIRE CONTRACT

This Agreement embodies the entire contract between OCCUPANT and DISTRICT. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes of any of the provisions of this Contract shall not be valid unless reduced to writing and signed by both parties.

10. SUSPENSION AND TERMINATION

DISTRICT may, by written notice, direct OCCUPANT to suspend its use of the FACILITY for such period of time as may be determined by DISTRICT to be necessary or desirable. Upon receipt of such termination notice, OCCUPANT shall immediately discontinue use to the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

11. WAIVER

The failure of DISTRICT to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or OCCUPANT's delay in the exercise of any such rights or remedies shall not release OCCUPANT from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of DISTRICT to insist upon strict performance of this Agreement.

12. ASSIGNMENTS AND SUBLETTING

OCCUPANT shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the FACILITY without the prior written consent of the DISTRICT, which consent may be granted or withheld at the DISTRICT'S sole discretion.

13. DEFAULT

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid by the OCCUPANT hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the DISTRICT by reason of such failure, whether at law or in equity, the DISTRICT may immediately terminate this Agreement and all rights of the OCCUPANT hereunder.

14. ARBITRATION

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

15. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of the DISTRICT, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the DISTRICT is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the OCCUPANT, in any capacity, or a consultant to the OCCUPANT, with respect to the subject matter of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona , the courts of which state shall have jurisdiction of the subject matter hereof.

17. RELATIONSHIP

The parties agree that neither the OCCUPANT nor any employees or other personnel of the OCCUPANT will for any purpose be considered employees of the District, and with respect to the OCCUPANT and any employees or other personnel of the OCCUPANT, the DISTRICT shall not be responsible in any manner for the supervision, daily direction and control of the OCCUPANT and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for OCCUPANT and any of its employees or other personnel.

18. AUTHORITY

The individual signing below on behalf of the OCCUPANT hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the OCCUPANT and that this Agreement is binding upon the OCCUPANT in accordance with its terms.

19. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this ____ day of _____, 20_____.

“DISTRICT”

“OCCUPANT”

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

Appendix C

Facility Use Guidelines

MARICOPA UNIFIED SCHOOL DISTRICT NO. 20

FACILITY USE GUIDELINES

General Safe Practices

While using Maricopa Unified School District's facilities, the Occupant shall adopt and follow safe practices in its operations.

Cooperation

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

Facility Use Guidelines

1. All use shall be performed in compliance with all applicable statues, rules and regulations.
2. The Occupant shall furnish and require participants to wear appropriate clothing.
3. The Occupant shall observe District vehicle parking guidelines. The Occupant shall not allow any parking in areas marked with red indicating a fire lane.
4. The Occupant shall maintain all areas used in a clean well-organized manner, which includes removal of all trash.
5. If playground equipment is used, the Occupant shall provide adult supervision of at least one adult for each twenty (20) children using equipment.
6. Any electrical tools, appliances and extension cords used shall be in good condition.
7. All means of access or egress shall be identified and communicated to participants.
8. Occupant shall identify areas where travel isn't permitted and inform participants.
9. Roadway and sidewalks, to be used, shall be inspected by the Occupant and are to remain clear of obstructions during use. Extension cords are to be taped to the floor to avoid a trip hazard.
10. All materials used shall be properly handled, stored or stacked.
11. Occupant shall provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
12. Occupant shall not, smoke, serve or use liquor or narcotic drugs during use of the facility.
13. Occupant shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
14. Occupant shall maintain a list of emergency agencies and phone numbers available at all times.
15. Occupant shall schedule non-school activities after 6:15 p.m. on weekdays.
16. Occupant will be charged a facility use fee to cover custodial support if restrooms are needed.
17. All fees for facility use are to be paid to MUSD #20 and are to be delivered to the District Office three (3) days prior to the event.

Occupant's Signature: _____ Date: _____

Occupant's Name (Print): _____

Appendix E

Fee Schedule for Facilities Usage

EXHIBIT K-1683

KF-EC

MARICOPA UNIFIED SCHOOL DISTRICT NO. 20
COMMUNITY USE OF SCHOOL FACILITIES

SCHOOL FACILITIES USER FEE SCHEDULE

Class I Fees

Class I users include groups approved for uncompensated use that are open to the public and promote the District mission. Use of facilities or property by organizations indicated below that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District. The mission of the District is found in section A of the policy manual. The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be basis upon which uncompensated use of District facilities and property shall be approved or denied. Examples of Class I users: school sponsored activities, teachers organizations, school clubs, P.T.O./P.T.A. Organizations, booster clubs.

Class II Fees

Class II users include non-profit organizations approved for uncompensated use (with proof of a letter of determination indicating a 501 (c)3 status approved by the Internal Revenue Service (IRS) whose academic or recreational activities directly service school-age students and are not paid and do not derive a financial benefit from the activity. Use of facilities or property by organizations indicated below that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District. Examples of Class II users: Girl Scouts, Boy Scouts, Maricopa Little League, Maricopa Youth Football, 4-H.

Class III Fees

Class III users are non-profit organizations that do not meet class I or class II definition. School facilities and property may be leased to extended day resource programs and any person, group or organizations for any lawful purpose in the interest of the community. The purposes include but are not limited to the following: recreational, scientific, educational, social, political, religious, economic, civic, artistic, governmental, or moral.

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may of offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost of the utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

Class IV Fees

Class IV users include all organizations not meeting the definitions of the other classifications. Any activity of a profit-making organization conducted for the purpose of donating profits or proceeds to the District or to a public charity does not change the rate from this schedule. This class of users will be charged the established fee for the room/facility utilized and any other personnel or other out-of-District costs incurred by the District.

Fee Schedule for Class III and IV's *

*5% increase in fees will be assessed beginning 7/1/14.

Facility	Class III	Class IV
Classroom-Standard	\$2.10 per hour \$12.60 per day	\$4.20 per hour \$25.20 per day
Computer lab/specialized	\$26.25 per hour \$157.50 per day	\$52.50 per hour \$315.00 per day
H.S. Lecture Hall	\$21.00 per hour \$126.00 per day	\$42.00 per hour \$252.00 per day
Gymnasium-Primary	\$15.75 per hour \$94.50 per day	\$31.50 per hour \$189.00 per day
Gymnasium-Secondary	\$21.00 per hour \$126.00 per day	\$42.00 per hour \$252.00 per day
Cafeteria and kitchen * MPR	\$13.15 per hour \$78.75 per day	\$26.25 per hour \$157.50 per day
Cafeteria only (MPR)	\$10.50 per hour \$63.00 per day	\$21.00 per hour \$126.00 per day
MHS stadium w/o lights	\$21.00 per hour \$126.00 per day	\$105.00 per hour \$630.00 per day
Stadium lights	\$26.25 per hour	\$26.25 per hour
Base/Softball field w/o lights	\$5.25 per hour \$31.50 per day	\$52.50 per hour \$315.00 per day
Field lights	\$26.25 per hour	\$26.25 per hour
Middle School Playfields	\$2.10 per hour \$12.60 per day	\$7.90 per hour \$47.25 per day
Parking Lot Lights	\$10.50 per hour	\$10.50 per hour
Custodial Fees M – F	\$16.80 per hour	\$16.80 per hour
Saturday	\$22.60 per hour	\$22.60 per hour
Sunday	\$29.40 per hour	\$29.40 per hour
Non - school Mon – Sat	\$22.60 per hour	\$22.60 per hour

PERFORMING ARTS CENTER
Performing Arts Center (PAC)

Stage/Auditorium/Lobby/Ticket Booth/Concession Area

Lights/speakers/	\$84.00 per hour	\$126.00 per hour
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Rigging/sound and Light boards, chairs	\$504.00 per day	\$756.00 per day
With projectors (three in auditorium)	\$2.10 per hour \$12.60 per day	\$26.25 per hour \$157.50 per day
<u>Black Box Theater</u>		
Lights/speakers/ Rigging/sound and Light boards, chairs	\$21.00 per hour \$126.00 per day	\$42.00 per hour \$252.00 per day
<u>PAC Classroom</u>		
	\$4.20 per hour \$25.20 per day	\$42.00 per hour \$252.00 per day
<u>Make Up Room</u>		
	\$4.20 per hour \$25.20 per day	\$42.00 per hour \$252.00 per day
<u>Theatre Tech Fees</u>	\$39.00 per hour	\$39.00 per hour

Additional Fees:

- Peak months are May through September. An additional fee will be charged at the rate of 11% of the base room/facility fee to cover increase utility costs.
- All groups will be charged an application fee of twenty dollars (\$20).
- A food service worker will be required to be present if the kitchen is included in the rental.
- A member of the district staff must be present during use of the football stadium. A fee will be charged on a case by case basis.
- A District staff worker will be required to open and close facility. If no one is on duty, an additional fee may be charged.
- The PAC will have a deposit requirement of \$200.00 per event.
- The minimum single use rental fee will be \$10.

Goods and Services Contributed

A person, group or organization may contribute goods or render services as full or partial payment of the user fee. The value of the goods will be determined by the District based upon established market price, trade in value, posted prices or where these methods prove impractical. Appraisal or barter may be employed so long as the procedure is advantageous to the District. The value of services rendered shall be determined by the District. Should disagreement between the contributor and the District occur as to the value of the goods or services offered, the District reserves the right to refuse to accept the offer.

Checklist of Needs (Part of application-Please check all that apply)

_____ Custodial Services Needed

_____ Cook Needed

_____ Special Equipment Needed:

_____ Audiovisual equipment

_____ Public Address System

_____ Scoreboard Controls

_____ Kitchen Equipment

_____ Concession stand equipment and keys

Stage Equipment
 Shop Equipment

Special School personnel.

Custodial Services:

Open Building
 Close Building

Extra time for extra cleanup needed _____

Custodial time needed to set up _____

Estimated number of hours _____

Total Hours _____