

Facility Use Agreement

USE

**** DUE TO HIGH DEMAND THE FOOTBALL FIELD/TRACK MAY ONLY BE RENTED FOR A MAXIMUM OF TWO DAYS PER WEEK (SUNDAY THROUGH SATURDAY) PER ORGANIZATION****

When using FACILITY or any portion thereof, OCCUPANT agrees to comply with all applicable federal, state, and municipal laws and regulations, and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of FACILITY. OCCUPANT agrees to take good care of FACILITY and any equipment and furniture located therein, and to leave 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 FACILITY to be used for any unlawful purpose. OCCUPANT shall not commit or allow to be committed any waste or nuisance in or about FACILITY, or subject FACILITY to any use that would damage any portion of FACILITY or raise or violate any insurance coverage maintained by DISTRICT. OCCUPANT shall not allow a number of persons in any portion of FACILITY at any time in excess of the legal or normal capacity of such portion of FACILITY. OCCUPANT shall not permit any food, drink, or smoking in any portion of FACILITY without the prior written consent of DISTRICT. **NO FOOD OR DRINK OTHER THAN WATER IS PERMITTED IN THE AUDITORIUM, HALLWAYS, CLASSROOMS, FOOTBALL FIELD OR TRACK AT ANY TIME.** OCCUPANT agrees that DISTRICT has not agreed and will not agree to warrant the suitability or safety of FACILITY or any of FACILITY's contents for the uses intended by OCCUPANT, such that OCCUPANT accepts full responsibility therefor. No key will be issued to community members for rental purposes. If the property (or premises) will be used for an athletic activity, OCCUPANT shall comply with the requirements of A.R.S. Section 15-341(A)(24) regarding concussions and head injuries. **OCCUPANT event may be cancelled should DISTRICT need for the requested space become necessary.**

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 FACILITY and/or FACILITY's contents, which insurance shall name DISTRICT as an additional insured and be primary and noncontributing to any coverage maintained by or on behalf of DISTRICT. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence, and OCCUPANT shall provide DISTRICT with a certificate evidencing that such insurance coverage is in effect. Insurance may be purchased through

OneBeacon Entertainment at <https://tulip.intactspecialty.com/e/Tulip/apply.aspx>. A second option is GatherGuard at <https://app.gatherguard.com/f=0524> or 844-747-6240. A certificate of Liability Insurance must be provided to DISTRICT at least one day prior to scheduled facility use.

LIABILITY AND INDEMNITY

OCCUPANT agrees to conduct its activities in FACILITY in a careful and safe manner. As a material part of the consideration to DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, as well as injury or death to persons, related in any way to OCCUPANT's use or occupancy of any portion of FACILITY from any cause whatsoever, including when caused in whole or in part by OCCUPANT, 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, notices of claim(s), 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 of or damages to any property and/or for injuries to or the death of any person(s) arising in whole or in part out of any act or omission by OCCUPANT or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of its and/or their use of FACILITY, or arising in whole or in part out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such laws.

Unless agreed to in writing prior to use of the FACILITY, OCCUPANT understands that the DISTRICT will not provide security services for OCCUPANT's personnel, volunteers, and invitees during the use of the FACILITY. Accordingly, absent a written agreement to the contrary, OCCUPANT agrees and acknowledges that the DISTRICT is not responsible for protecting OCCUPANT's personnel, volunteers, and invitees from threats, assaults, criminal acts, intrusion, terrorist or other attacks, acts of violence, and other similar incidents or risks of harm or injury. Moreover, OCCUPANT agrees and acknowledges that the DISTRICT is not responsible for the loss, damage, or theft of property belonging to or brought to the FACILITY by OCCUPANT or OCCUPANT's personnel, volunteers, and invitees. Accordingly, OCCUPANT agrees to defend, indemnify, and hold the DISTRICT and its representatives harmless in connection with any and all claims asserted by or on behalf of OCCUPANT and/or any personnel, volunteers, and invitees of OCCUPANT relating to injury to person or property occurring because of, during, or in connection with the use, occupancy, and/or presence of anyone or anything in or upon the FACILITY, whether or not such injury is alleged to be the fault of the DISTRICT—in whole or in part.

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 to any of the provisions of this Contract shall not be valid unless reduced to writing and signed by both parties.

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 suspension or termination notice, OCCUPANT shall immediately discontinue use of FACILITY under this Agreement. Payment for use already completed or in process at the time the notice of suspension or termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and equitable manner, but shall exclude any allowance for the value of any unperformed use or anticipated profits thereon.

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 DISTRICT's delay in the exercise of any such rights or remedies available under this Agreement 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.

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 FACILITY without the prior written consent of DISTRICT, which consent may be granted or withheld at DISTRICT's sole and absolute discretion.

DEFAULT

In the event that OCCUPANT fails to pay any fee or other sum required to be paid by 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 DISTRICT by reason of such failure, whether at law or in equity, DISTRICT may immediately and unilaterally terminate this Agreement, and all rights of OCCUPANT hereunder—including any right of adjustment of amounts paid hereunder.

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. To the extent arbitration is not required under the above-referenced laws, then the parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

CONFLICT OF INTEREST

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

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.

RELATIONSHIP

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

AUTHORITY

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

PAYMENTS AND SECURITY/HOLDING DEPOSITS

A security/Holding Deposit is an additional fee required for all rentals. The minimum amount is \$200 but this may be raised based on space and/or equipment requested. The deposit is required once the request has been approved and will be returned by DISTRICT within three weeks of event unless there are additional cleaning fees, damage to equipment or facilities or additional rental time beyond the original agreement. Additional

cleaning costs are charged at \$45.00 per hour for labor, and any and all damage repairs will be charged at the actual cost. Security/Holding Deposits may also be forfeited for the following:

- *Any damage to the facility property that has taken place during the rental period.
- *Not cleaning up materials that were part of the event (including food and obvious trash) or not completing the walk through before leaving.
- *Anyone consuming alcoholic beverages in any facility, in vehicles, in parking lot or in areas around the facilities. Alcoholic containers found in the parking lot area or around any facility.
- *Fighting or any other physical violence.
- *Threatening any DISTRICT personnel.
- *Falsifying facility request or any required documents.
- *Theft of any DISTRICT property.
- *Over maximum capacity of reserved area.
- *Smoking in DISTRICT property.
- *Allowing animals into the building or on District grounds, except assistance animals.
- *Holding a youth activity without adult supervision (21 years or older). Minors must be chaperoned.

Payment is due one week before requested rental date. Invoices paid for by credit card will have the Refundable Deposit returned minus the processing fees. Processing fees for online credit card payments are 3% +\$0.30.

****Please note that glitter, confetti, rice, birdseed and fake snow are not allowed inside or outside of the facility****

PARKING

Recurring weekend outdoor events may be required to use public parking only due to staffing. There is NO PARKING around the football field/track.

Facility Use Guidelines

General Safe Practices

The occupant shall adopt and follow safety measures during its operations at the district facility.

Cooperation

The occupant is expected to cooperate with district personnel to promote safe operations. The occupant should review the specific facility use guidelines below, and any additional safety and security recommendations, with district personnel prior to use of the facilities.

Facility Use Guidelines

Facility use shall be conducted in compliance with all applicable statutes, rules, and regulations, and with district policy.

The occupant shall require participants to wear appropriate clothing, and shall furnish such clothing if necessary.

The occupant shall observe district vehicle parking guidelines. The occupant shall not allow any parking in areas marked with red, indicating a fire lane.

The occupant shall maintain all occupied facility areas in a clean, well-organized manner. If playground equipment is used, the occupant shall provide adult supervision of at least one adult for every 20 children using equipment.

If the property (or premises) will be used for an athletic activity, the occupant shall comply with the requirements of A.R.S. Section 15-341(A)(24) regarding concussions and head injuries.

Any electrical tools, appliances, or extension cords used by the occupant shall be in good condition. Extension cords are to be taped to the floor to avoid a trip hazard. All means of access or egress shall be identified by the occupant and communicated to participants. The occupant shall identify and inform participants of any areas in which travel is not permitted.

Roadways and sidewalks to be used shall be inspected by the occupant and must remain clear of obstructions during use.

All materials used shall be properly handled, stored, or stacked.

The occupant shall provide signs and markers necessary to inform participants of rules and maintain the facility in a safe manner.

The occupant shall not smoke, nor serve or use alcohol or narcotic drugs, during use of the facility, with the exception of the consumption of alcohol if permitted by the district, subject to the district's policies and procedures.

The occupant shall maintain a list of emergency agencies and phone numbers at all times.

The occupant shall be aware of the location of any available emergency equipment.

The occupant shall provide adequate supervisory personnel to ensure that the foregoing guidelines are implemented and followed during facility use.

Facility User Fees

Class I – Mingus Union High School Sports Teams and Clubs (MUHS assumes liability, extracurricular, activities etc.), MOU's, LOA's

Class II – Non-profit youth groups serving the MUHS district area, non-profit groups whose participants are at least 40% MUHS students (requires proof of 501c3 status as well as proof of insurance)

Class III – Non-profit community organizations/activities, not commercial, groups organized for educational purposes, service organizations (churches, homeowners associations), colleges, universities, technical schools, senior citizen programs, veteran's programs, charitable groups. Federal, state and local government units conducting community business. Recreational groups, charter schools and private schools. No entry/gate fee can be charged for this category.

Class IV – For-profit groups private and commercial

Class V – Organizations that do not fit in the above categories, they must negotiate a written agreement with the school administration

Facility - Class I - Class II - Class III - Class IV - Class V

Classroom - No Charge - Deposit + Fees - \$20.00/hr - \$35.00/hr - Negotiated

Cafeteria - No Charge - Deposit + Fees - \$40.00/hr - \$85.00/hr - Negotiated

Main Gymnasium - No Charge - Deposit + Fees - \$100.00/hr - \$150.00/hr - Negotiated

Practice Gymnasium - No Charge - Deposit + Fees - \$50.00/hr - \$100.00/hr - Negotiated

Wrestling Room - No Charge - Deposit + Fees - \$45.00/hr - \$90.00/hr - Negotiated

Band Room - No Charge - Deposit + Fees - \$30.00/hr - \$75.00/hr - Negotiated

Auditorium - No Charge - Deposit + Fees - \$100.00/hr - \$150.00/hr - Negotiated

Auxiliary Field - No Charge - Deposit + Fees - \$30.00/hr - \$100.00/hr - Negotiated

Stadium Without Lights - No Charge - Deposit + Fees - \$50.00/hr - \$100.00/hr - Negotiated

Stadium With Lights - No Charge - Deposit + Fees - \$100.00/hr - \$200.00/hr - Negotiated

Computer Lab - No Charge - Deposit + Fees - \$50.00/hr - \$150.00/hr - Negotiated

Tennis Courts Without Lights - No Charge - No Charge - \$15.00/hr - \$30.00/hr - Negotiated

Tennis Courts With Lights - No Charge - Deposit + Fees - \$30.00/hr - \$60.00/hr - Negotiated

***Food and drink other than water NOT allowed in Auditorium, Hallways, Classrooms, Band Room and Computer Lab.**

***Chairs, Pop-Ups, Pets, Bicycles, Food or drink other than Water are NOT allowed on Football Field and Track.**

A minimum \$200.00 Refundable Deposit is required by the District. Deposits will be refunded within three weeks of event completion unless there are additional cleaning fees, damage to equipment or facilities or additional time used beyond the rental agreement. Additional cleaning costs will be charged at \$45.00 per hour for labor, and any and all damage repairs will be charged at the actual cost. Deposits may be charged at a higher rate at the discretion of the District.

Custodial Fees will be charged at thirty-five (\$35.00) per hour. Large spaces will be assigned at least 4 hours, small spaces are assigned 2 hours. When extra time is needed to complete cleaning the extra charge will come out of the deposit.

Information Technology (IT) Support, Sound/Lighting Tech Support fees will be charged at fifty-five dollars (\$55.00) per hour. Depending on what is requested two technicians may be necessary and the fee will be doubled per hour. (Combination of sound, lighting and any more than 4 microphones)

Security fees will be charged at forty-five dollars (\$45.00) per hour.

Additional fees may be charged for equipment use, such as computers, projectors, microphones, tables and chairs as determined by the Superintendent or the Superintendent's designee on a case-by-case basis. ***Use of equipment is not guaranteed. All sound and lighting must be done by a MUHS approved technician.**

Staffing Events

<100 people: 1 MUHS staff contact assigned at hourly rate for indoor events

100-500 people: 1 MUHS staff assigned at hourly rate AND 1 Security

501-1000 people: 1 MUHS staff assigned at hourly rate AND 2 Security

1001+ people: 1 MUHS staff assigned at hourly rate AND 3 Security

Goods and Services Contributed

A person, group or organization may contribute goods or rendered 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 based upon the hourly wages of a beginning employee of this or another Arizona School District performing similar functions as 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.

ALL RENTALS MUST SUBMITTED 14 DAYS IN ADVANCE AND BE APPROVED AND PAID IN FULL WITH INSURANCE DOCUMENTS A MINIMUM OF 7 DAYS PRIOR TO REQUESTED DATE

Heating-Cooling Instructions

On

Please check here to acknowledge that you have read the above guidelines and agreement (Updated 2/6/24)

Will you be selling tickets or charging participation fees for this event? (Check box for yes)

Attachments