

# **Facility Use** Handbook & Rental Contract 2017-2018

# **Dysart Unified School District**

Community Education Department
15802 North Parkview Place, Surprise, AZ 85374

Phone: 623.876.7918 Fax: 623.876.7060



# **Rental Contract**

# **Community Education Department**

15802 North Parkview Place, Surprise, AZ 85374

Phone: 623.876.7918 • Fax: 623.876.7060 • Email: facilities@dysart.org

# **Prospective Occupant Checklist**

For each item below, the prospective facility occupant should read the instructions and check the appropriate box.

Yes	No				
		1.)	Read, complete, and sign the Facility Use Agreement included in this Facility Use Handbook. Will you comply with its terms and conditions?		
		2.)	Read and sign the Facility Use Guidelines included in this Facility Use Handbook. Will you comply with the requirements?		
		3.)	Do you understand that you are responsible for informing all event participants of the need to comply with the terms of this Facility Use Agreement and Facility Use Guidelines?		
		4.)	Have you completed and signed the Facility Use General Liability Questionnaire included in this Rental Contract?		
		5.)	Do you have the necessary evidence of liability coverage?		
If you answered "yes" to questions 1 through 5, please sign below and return this form to the member district along with: (1.) the signed Facility Use Agreement; (2.) the signed Facility Use Guidelines; (3.) the signed Facility Use General Liability Questionnaire; and (4.) a copy of your insurance certificate, which should list the member district as an additional insured party.					
-			'no" to one or more of questions 1 through 4, please work with member to resolve any questions and complete the remaining steps.		
If you answered "no" to question 5, you have the option of purchasing the necessary general liability coverage through Entertainment Brokers International (EBI). You may apply for facility use insurance through EBI at <a href="www.OneBeaconEntertainment.com">www.OneBeaconEntertainment.com</a> .					
Name	of Orga	aniza	ation using Facility:		
Signature of Occupant:					
Name	Name of Occupant (please print): Date:				

#### Introduction

District-owned facilities may be made available for public use pursuant to Arizona Revised Statutes §15-1105. Many governing boards have adopted the spirit and intent of this public law by opening district facilities 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 operations. When districts decide to make school facilities available to the public, a process for compliance with state statute should be in place. Two key elements of a successful facility use program – a risk assessment evaluation and an application procedure – are discussed below.

#### Risk Assessment Evaluation

- 1.) A walk-through of the facility, permitting the district and the applicant to evaluate potential risk to event attendees and to the district as a result of the event; and
- 2.) A guideline summary designed to communicate the steps that should be taken prior to facility use. The guidelines should alert applicants to their responsibility to maintain a safe environment for the event and to protect the district facility.

## **Application Procedure**

When a prospective occupant requests to use a facility, the member district and prospective occupant should complete the following steps.

#### Step 1: Provide occupant with handbook.

At least ten (10) business days prior to the date of the event, the member district should give the occupant a copy of this Facility Use Handbook and have the occupant follow the procedures outlined therein.

#### Step 2: Verify completion of necessary paperwork.

After the occupant has had adequate time to review the Facility Use Handbook, the member district should verify that the following have been reviewed, completed, signed, and returned.

☐ Facility Use Guidelines	
☐ Facility Use General Liability Questionna	ire
☐ Facility Use Agreement	
☐ Prospective Occupant Checklist	

The member district should then sign and date the completed Facility Use Agreement. If the occupant is able to provide evidence of liability coverage, no further action is required by the member district. However, the member district should retain all information for Trust review in the event a claim occurs in conjunction with the use of the facility. If the occupant is unable to provide evidence of liability coverage, the occupant must complete Step 3.

#### **Step 3: Purchase Liability Coverage**

Arizona Revised Statutes §15-1105 requires that occupants provide evidence of liability coverage to the member district prior to facility use. Should the occupant not have the necessary coverage, it may be purchased through Entertainment Brokers International (EBI). The EBI program provides low-cost general liability insurance to third-party users of various venues and facilities. This coverage is designed to protect both the facility user and the facility itself against claims based on injury or lost property as a result of the event. (For additional details on the purchase of general liability insurance through EBI, please see Appendix A.)

Please note: Insurance must be purchased at least one day before the event starts.

# Appendix A. Additional Information on Third-Party Liability Insurance

The policy available through Entertainment Brokers International (EBI) has a \$1,000 deductible for bodily injury/property damage on a per-claim basis, which the occupant is responsible for in the event of a claim. The occupant should follow the facility use procedures established by the member district, and all fees must be paid in advance of facility use by VISA or MasterCard credit/debit card. (The policy premium is based on the risk associated with the event or activity; the number of days utilized; the number of participants; and any special requirements, including alcohol liability, food service, etc.)

Occupants may purchase coverage directly through the EBI website: <a href="https://www.OneBeaconEntertainment.com">www.OneBeaconEntertainment.com</a>. Once payment is completed via the website, coverage is bound, and a certificate of insurance is issued to the insured, the member district, and the Trust via email.

To obtain a copy of the general liability policy or to see a list of policy exclusions, please go to <a href="https://www.OneBeaconEntertainment.com">www.OneBeaconEntertainment.com</a> or contact EBI at 800-507-8414. (8:30 a.m. - 5:00 p.m. PST, Monday through Friday).

Both the member district and the occupant should note the following points about the available third-party liability coverage:

- 1.) EBI reserves the right to deny coverage to any organization that does not meet the underwriting criteria set for the facility use program.
- 2.) The terms and conditions of the member district's policy supersede this handbook and will apply to any and all facility use contracts.
- 3.) EBI will not cover bodily injury, or medical expenses resulting from such bodily injury, to any person injured while practicing for or taking part in any athletic or sports contest or exhibition that is being held at the member district and is described in coverage summary.

# **Facility Use General Liability Questionnaire**

Name of Occupant:				
Contact Name:				
Contact Name:	Phone:			
Email Address:				
Mailing Address:				
City:	State: Zip:			
Name and Address of Specific School	Facility/Location to be used:			
Name of Event:				
Description of Event:				
1.) Have you held this event before? _				
2.) If yes, were there any losses or clai	ms?			
	at this event or activity (not including police officers			
4.) Date(s) of event:	Number of days:			
5.) Beginning time of event:	Ending time of event:			
6.) Average attendance of participants	/attendees per day:			
7.) Is the event indoors or outdoors? _	If outdoors, will it be fenced?			
8.) Admission price:	Estimated gross receipts:			
9.) Are seats temporary or permanent	construction?			
10.) Describe seating provided:				
11.) Is seating reserved or general adn	nission?			
12.) Do you require liquor liability cove	erage?			

13.) Number of exhibitors who do not sell products or services and who will not provide their own insurance:				
14.) Number of concessionaires who sell non-food products own insurance:				
15.) Number of concessionaires who sell food products and insurance:	who will not provide their own			
16.) Number of attractions (performer, etc.) who will not provide their own insurance:				
17.) Is a stage involved? If yes, is it temporary o	r permanent?			
18.) Is temporary lighting or sound involved? If yes, who is roperation?				
19.) Will occupant provide ushers?				
20.) Is the purchase of food and/or drink required of particip	ants?			
Occupant's Signature:	_ Date:			
Occupant's Name (Please print):				
Occupant's Title (Please print):				
District Poprosontativo's Signature:	Dato			
District Representative's Signature: Date:				
District Representative's Name: Date:				
District Representative's Title:				

Please Note: Occupant is responsible for any applicable deductible.

# Arizona School Risk Retention Risk Trust, Inc. Facility Use Agreement Between

District Name: <u>Dysart Unified School District #89</u>				
AND				
Name of organization using facility:				
1. PARTIES				
The parties to this agreement (the "Agreement") are: DUSD #89				
Hereinafter referred to as <u>District</u> , and				
Hereinafter referred to as Occupant.				
2. RECITALS				
This Agreement is made based upon the following facts:				
2.1 Occupant has requested that District make available the				
( <u>Facility</u> ) to be used by <u>Occupant</u> for occasional use as a/an				
2.2 Occupant represents that Facility will only be used for the purpose so stated.				
3. USE				

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

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. If a key is issued to the Occupant for access to the Facility, and the key is lost by the Occupant or any person given the key by the Occupant, the Occupant is responsible for, and will pay in full, the cost of rekeying all locks which could be opened by that key, and the cost of replacing all keys required to be replaced as a result of the loss of the key.

#### 4. SCHEDULING

Occupant shall schedule by written notice to the District to:

Name: <u>Community Education Program Manager</u>

Address: <u>15802 North Parkview Place</u>
City, State, Zip: <u>Surprise, Arizona 85374</u>

Said written notice will state the exact times during the term hereof that <u>Occupant</u> desires to use any portion of <u>Facility</u>. <u>Occupant</u> shall confirm the date, time, and function of usage of <u>Facility</u> by follow-up telephone call or email within two weeks.

Name: Community Education Program Manager

Phone: (623) 876-7918

Email: <u>facilities@dysart.org</u>

Said confirmation shall occur at least fourteen (14) days prior to such intended use. If <u>Occupant</u> has not so scheduled and confirmed for its use any portion of <u>Facility</u> prior to such time, then <u>District</u> shall be free to use or allow others to use such unscheduled portion of <u>Facility</u> at its discretion.

#### 5. TERM

The term of this Agreement shall commence on	and end on
, at which time Occupant's rights t	to use the <u>Facility</u> under this agreement
shall automatically expire unless otherwise extended by	by <u>District</u> in its sole and absolute
discretion.	

#### 6. COMPENSATION

Occupant will compensate District for use of Facility according to current Facility Use Rates.

#### 7. INSURANCE

Pursuant to A.R.S. Section §15-1105 et seq., <u>Occupant</u> 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 <u>Occupant</u>'s use of any portion

of <u>Facility</u> and/or <u>Facility</u>'s contents, which insurance shall name <u>District</u> as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of <u>District</u>. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence, and <u>Occupant</u> shall provide <u>District</u> with a certificate evidencing such insurance coverage is in effect.

#### 8. 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 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.

#### 9. ENTIRE CONTRACT

This agreement embodies the entire contract between <u>Occupant</u> and <u>District</u>. 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

<u>District</u> may, by written notice, direct <u>Occupant</u> to suspend its use of the <u>Facility</u> for such period of time as may be determined by <u>District</u> to be necessary or desirable. Upon receipt of such suspension or termination notice, <u>Occupant</u> shall immediately discontinue use of <u>Facility</u> under this Agreement. <u>Payment</u> for use already completed or in process at the time the notice of suspension or termination is received shall be adjusted between <u>District</u> and <u>Occupant</u> in a fair and equitable manner but shall exclude any allowance for the value of any 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 <u>District</u>'s delay in the exercise of any such rights or remedies available under this Agreement shall not release

<u>Occupant</u> 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

<u>Occupant</u> shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of <u>Facility</u> without the prior written consent of <u>District</u>, which consent may be granted or withheld in <u>District</u>'s sole and absolute discretion.

#### 13. DEFAULT

In the event that <u>Occupant</u> fails to pay any fee or other sum required to be paid by 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 <u>District</u> by reason of such failure, whether at law or in equity, <u>District</u> may immediately and unilaterally terminate this agreement and all rights of <u>Occupant</u> hereunder – including any right of adjustment of amounts paid hereunder.

#### 14. ARIBRATION

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 Statues, 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.

#### 15. 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 the <u>District</u>, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of <u>District</u> is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of <u>Occupant</u>, in any capacity, or a consultant to <u>Occupant</u>, 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 <u>Occupant</u> nor any employees or other personnel of <u>Occupant</u> will for any purpose be considered employees of <u>District</u>, and with respect to <u>Occupant</u> and any employees or other personnel of <u>Occupant</u>, <u>District</u> shall not be responsible in any manner for the supervision, direction, and control of <u>Occupant</u> 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' compen	sation and
disability benefits for any such employees or other personnel.	

#### **18. AUTHORITY**

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

#### **19. EXECUTION DATE**

The parties have caused this Agreement to be executed by their duly authorized representatives, on this day of,,					
DISTRICT Name: <u>Kristen B. Moser</u>	OCCUPANT Name:				
Authorized Signature  Title: Community Education Program Manager	Authorized Signature  Title:				



#### **Facilities Use Guidelines 2017-2018**

#### **Community Education Department**

Dysart Unified School District • 15802 North Parkview Place, Surprise, AZ 85374

Contact: Community Education Program Manager

Phone: 623.876.7918 • Fax: 623.876.7060 • Email: facilities@dysart.org

### **General Safe Practices and Cooperation:**

The occupant shall adopt and follow safety measures during its operations at Dysart Unified School District facilities. The occupant is also expected to cooperate with member district personnel to promote safe operations. The occupant should review the Facility Use Guidelines below and any additional safety and security recommendations with Dysart personnel prior to use of the facilities.

#### **Facility Use Guidelines:**

- Facility use shall be conducted in compliance with all applicable statutes, rules, regulations, and Dysart Unified School District policies.
- Requests of usage or non-usage must be emailed at least **two weeks** prior to events. Failure to issue proper notice will result in user being held financially responsible for the **entire** rental fee.
- The applicant is held responsible for the preservation of order. Responsible adults must supervise all children attending or participating in an event or activity. The user will require participants to wear appropriate clothing as related to district dress code.
- Gambling and the use, possession, distribution, or sales of tobacco, drugs, or alcohol are strictly prohibited on school grounds. No pets of any kind are allowed on school grounds.
- The use of open flames, such as candles, is not permitted. Any electrical tools, appliances and extension cords used shall be in good condition. All materials used shall be properly handled, stored, or stacked.
- Changes to the building or equipment, deviation of rental purpose, use of fog machines and enclosed inflatables (including, but not limited to, bounce houses) are not permitted.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission. All sales are prohibited unless the proceeds will be used for charitable or nonprofit educational purposes.
- Only facilities specifically approved by the designated administrator are to be used. Persons attending the activity must confine themselves to the specific authorized areas.
- The individual/organization event should conclude no later than 10:00 p.m. Extended vacating time will bring charges to the occupant. (Exceptions must be approved by the Assistant Superintendent.)
- The sponsor must limit the number of occupants to the safe seating capacity of the room or facility used.
- The program of speakers, plays, amusements, entertainment, or other activity shall be provided to the Community Education Program Manager, along with any advertising of the promotion of the program, such as newspaper releases, posters, tickets, and handbills. All advertisements must indicate the sponsoring agent. Distribution must be approved by the Public Relations Department and follow advertising policies. Publications may be submitted to <a href="mailto:publicrelations@dysart.org">publications@dysart.org</a> for approval. All advertisements for an enrichment program must be submitted to the Community Education Program Manager for approval at <a href="mailto:facilities@dysart.org">facilities@dysart.org</a>.
- All groups must provide the district with documentary evidence of liability insurance with a limit of at least one million dollars, and must be on copy with the Community Education Department at least two weeks prior to the first date of use. The district must be listed as an additionally insured party.

# **Facilities Use Guidelines 2017-2018**



**Community Education Department** 

15802 North Parkview Place, Surprise, AZ 85374

**Contact: Community Education Program Manager** 

Phone: 623.876.7918 • Fax: 623.876.7060 • Email: facilities@dysart.org

- Special fees will be charged for the use of the cafeteria including fees for kitchen and/or authorized staff technicians.
- The user shall observe district vehicle parking guidelines. This includes, but is not limited to, parking in areas marked red indicating a fire lane or reserved areas as indicated. Vehicles are prohibited on sidewalks.
- The user shall provide adequate signs and markers to inform participants of rules and shall maintain the facility in a safe manner. All means of access or egress shall be identified and communicated to participants.
- The user shall maintain all areas used, including fields, in a clean, well-organized manner. All materials used shall be properly handled, stored, or stacked. Vehicles are prohibited on fields or tracks.
- The user shall not use or touch school supplies or materials while using the rooms. Facilities shall be returned to original condition prior to user vacating.
- The user shall inspect all fire lanes, roadways, and sidewalks to be used. These lanes are to remain clear of obstructions during use.
- Extension cords are to be used in low traffic areas to avoid a trip hazard and meet fire safety standards.
- The user shall maintain a list of emergency phone numbers of district staff that will be available at all times.

#### **Payment Terms:**

The renter shall make facility use payments on time or risk losing the right of facility use. In accordance with rate schedules, all deposits and upfront fees must be paid in full at least two weeks prior to the first date of use. When the renter has been placed on a payment plan, a \$5.00 fee will be added to each payment. Invoices will be mailed on the 1st of each month. Payments will be due on the 15th of each month. If payment is not received at the Community Education Department by the 15th of each month, a \$25.00 late fee will be added to the renter's account on the 16th of the current month. Any discrepancies or disputes on the invoice must be reported to the Community Education Program Manager or the Community Education Accountant by the 10th of the current month the invoice is due. If Community Education is not notified of the discrepancy, the renter will be responsible for the entire original invoice amount. If payment has not been received in full by the last day of the current month, or if a payment plan has not been set up, the renter will not be able to utilize the facility effective immediately.

By signing below, the signee understands that any violation of the above guidelines m the facility rental agreement. The signee agrees to all guidelines outlined in this document. The Dysart Unified School District facility rental terms.	,
User's Signature:	
User's Name (Please Print):	
Name of Organization:	Date:



# Facilities Use Request - External 2017-2018

# **Community Education Department**

15802 North Parkview Place, Surprise, AZ 85374 Contact: Community Education Program Manager

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

Phone: 623.876.7918 Fax: 623.876.7060 Email: facilities@dysart.org

Date(s) Requested: (All	fees will apply to entire	time facilities are occ	upied.)			
☐ One-Time Use Date: Day of Week:						
☐ Multiple dates of Use	(list each date):					
☐ Monday ☐ Tue	sday 🗌 Wednesday	$\Box$ Thursday $\Box$ F	riday 🗌 Saturday	☐ Sunday		
Use of Facility Requested Time: Use of Facility End Time:						
Event Start Time: Event End Time:						
Site Requested:		Room / Area Request	ed:			
Set-Up Requested:	_		ıare □ U-Shape □			
Equipment Requested:	☐ Microphone ☐ P	odium   Tables: #_	Chair	s: #		
Special Instructions:						
Name of Organization: _						
Nature of Activity:			Estimated Attendar	ıce:		
Person Responsible:						
Billing Address:		City:	State:	Zip:		
Telephone:		Alternate Number:				
Email Address:						
Please note that all facility us inflatables, no fog machines, regulations must be followed	no open flames, no smoking,	no alcohol, and no pets. I	Additionally, all parking rule			
Signature of Event Super	visor:		Date:			
	PLEASE NOTE THAT USERS MA	Y BE CHARGED FOR ADDITION	NAL SERVICES			
	T REQUESTED (Unlock/Lock Buil	· · · · · · · · · · · · · · · · · · ·	Rate: \$25.00 per hour			
	Required for any intended use		Rate: \$25.00 per hour Rate: \$30.00 per hour			
	al Room Cleaning & Second Cafe extra services are selected, it is t		•			
	. This includes, but is not limited		•	ent.		
Signature of Community	/ Education Program Ma	nager:	Dat	te:		

Signature of Director of Federal Projects & Community Outreach:



# Facilities Use Request – Internal 2017-2018

# **Community Education Department**

15802 North Parkview Place, Surprise, AZ 85374

Phone: 623.876.7918 Fax: 623.876.7060 Email: facilities@dysart.org

Date(s) Requested:					
One-Time Use	Date:	Day o	of Week:		
Multiple dates of Use	(list each date):				
☐ Monday ☐ Tue	esday 🗌 Wednesday	$\square$ Thursday	☐ Friday	☐ Saturday	☐ Sunday
Use of Facility Reques	ted Time:	Use	of Facility En	d Time:	
Event Start Time:		Ever	nt End Time:		
ite Requested:		Room / Area R	equested:		
et-Up Requested:	$\square$ Classroom $\square$ Th	neater 🗌 Holl	ow Square	$\square$ U-Shape	☐ Conference
	☐ Other:				<del>-</del>
equipment Requested:	$\square$ Microphone $\square$ F	Podium 🗌 Tal	oles: #	Chai	rs: #
	Other:				
pecial Instructions:					
lame of Organization:					
-					
lature of Activity:			Es	timated Attenda	nnce:
erson Responsible:					
illing Address:		c	itv:	State:	Zin:
elephone:		Alternate Nu	mber:		
mail Address:		Purchase Or	der Number:		
•	use guidelines must be follo fog machines, no open flame		•		. , ,
	be followed. <u>No food or drin</u>	_		· ·	an parking raics,
Signature of Event Supe	ervisor:			Dat	e:
•	DDITIONAL SERVICES LISTED BE				
	: A confirmed purchase order nu T REQUESTED (Unlock/Lock Buil	-	-	ipproval of facility us : \$25.00 per hour	e.
	Required for any intended use			: \$25.00 per hour	
·	al Room Cleaning & Second Cafe		<u>=</u>	: \$30.00 per hour	
	extra services are selected, it is			-	lition of the facility.
This inclu	des, but is not limited to: cleani	ng the site, emptying	trash, and returi	ning equipment.	
Signature of School Adn	ministrator:			Da	te:
Signature of Community Education Program Manager:				Da <sup>•</sup>	te:
Signature of Director Fe	unity Outreach:		Dat	te:	



# **Dysart Unified School District No. 89**

**Nathaniel Dysart Education Center** 

Kristen Moser Community Education Program Manager

15802 North Parkview Place Surprise, AZ 85374 Phone: 623.876.7918 Fax: 623.876.7060 Kristen.Moser@dysart.org

www.dysart.org

#### **Arizona State Law on Concussions**

As representative of the organization renting or providing an enrichment program in the Dysart Unified School District facilities, I understand that under the Arizona State Law 15-341(2011), a group or organization that uses property or facilities owned or operated by a school district for athletic activities must abide by all health and safety practices set forth in the law pertaining to concussions.

The renting organization agrees to comply with the policies and procedures of the Arizona State Law and will assume all responsibility for providing this information to parents and children. The renting organization agrees to follow all requirements according to this law. The renting party must review the law at <a href="http://www.azleg.state.az.us/ars/15/00341.htm">http://www.azleg.state.az.us/ars/15/00341.htm</a>.

Per the Arizona Interscholastic Association (AIA), students, parents, and administrators at the junior/middle school levels will take the Brainbook Concussion module at <a href="https://www.aiaacademy.org">www.aiaacademy.org</a> and click on the quick link titled "Brainbook." Once the new window opens, the user may click on the link in the login box titled "Non-Student Course Link." This will allow the user to take the online concussion module without registering or taking the quiz at the end of the high school student's module. Completing this quiz will suffice for the concussion educational requirement.

By signing this statement you are acknowledging that you have reviewed the Arizona State Law regarding concussions at the link provided above and you are confirming you will abide by this law by providing the necessary Brainbook Concussion Training to parents and students in your organization.

Name of Organization	
Representative Signature	 Date

Superintendent Gail Pletnick, Ed.D.

Governing Board
Spencer Bailev

Jay Leonard Christine Pritchard Traci Sawyer-Sinkbeil Jennifer Tanner



# **Dysart Unified School District No. 89**

**Nathaniel Dysart Education Center** 

Kristen Moser Community Education Program Manager

15802 North Parkview Place Surprise, AZ 85374 Phone: 623.876.7918 Fax: 623.876.7060 Kristen.Moser@dysart.org

www.dysart.org

# **Facilities Usage Specialist and Cleaning Waiver**

As representative of the organization renting the Dysart Unified School District facility, I understand that by waiving the fee for a Facilities Usage Specialist, my organization will assume all responsibility for the cleaning, setup and security of the facility being rented. If the organization does any damage or fails to return the school to regular operating conditions, the Community Education Department reserves the right to bill the renter for cleaning or any damages that may occur. The Community Education Department also reserves the right to require that a Facilities Usage Specialist be hired for future rentals.

Renter Name

Renter Signature

Superintendent Gail Pletnick, Ed.D.

Governing Board Spencer Bailey

Jay Leonard
Christine Pritchard
Traci Sawyer-Sinkbeil
Jennifer Tanner

Dates Facilities Usage Specialist Will Be Waived



# **EMERGENCY CONTACTS**

# **Community Education Department**

15802 North Parkview Place, Surprise, AZ 85374 Kristen Moser, Community Education Program Manager Phone: 623.876.7918 Email: facilities@dysart.org

POLICE				
City of Surprise Police Dept. Non-Emergency	623-222-4000			
City of El Mirage Police Dept. Non-Emergency	623-433-9500			
FIRE				
City of Surprise Fire Dept. Non-Emergency	623-222-5000			
City of El Mirage Fire Dept. Non-Emergency	623-583-7968			
DISTRICT CONTACTS (MON - FRI)				
Kristen Moser Community Education Program Manager	623-876-7918			
Kathy Hill Director of Federal Projects & Community Outreach	623-876-7066			
DISTRICT CONTACTS (WEEKDAY EVENINGS)				
Field Technician Field Technician Field Technician	623-764-2629 623-764-1900 623-522-7560			
DISTRICT CONTACTS (WEEKENDS)				
Field Technician	623-764-4149			



## **HIGH SCHOOL FACILITY RATES**

## 2017-2018

	Class I	Class II	Class III	Class IV	Additional Costs
HIGH SCHOOL FACILITY (All rates are per hour)	School and Civic Activities co sponsored by the District, and recognized by the Governing Board (i.e. PTA, PTO, Community Education, school clubs etc.)	Non-profit organizations, colleges, outside clubs/ sports clubs and activitiy groups that exist to support the growth and development of DUSD, institutions of higher learning, churches, home owner's associations	Commercial, profit making organization; and any organization not falling in categories I, II	Local, State, and Federal Programs	Security/Traffic Control Officers at a cost of \$40 per hour may be requested (2 hour minimum). Renter assumes responsibility for cleaning the facility after use. Custodial services may be purchased at a cost of \$30/hour. If cleaning on the weekend is requested, a 4 hour minimum is required. District reserves the right to charge renter for cleaning services if facility is not adequately cleaned. District also reserves the right to assign a Facilities Usage Specialist.
INSURANCE REQUIREMENTS	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	
DEPOSIT	No Charge	No Charge	No Charge	No Charge	
CUSTODIAL SERVICES	See Additional Costs	See Additional Costs	See Additional Costs	See Additional Costs	
	Rate	Rate	Rate	Rate	
H.S. Main Gym (DHS, SRHS, WCHS)	No Charge	\$45.57	\$125.23	Out of pocket costs apply	
H.S. Auxiliary Gym (DHS, SRHS, WCHS)	No Charge	\$40.57	\$120.23	Out of pocket costs apply	
VVHS Gym	No Charge	\$86.14	\$245.46	Out of pocket costs apply	
Wrestling Room	No Charge	\$40.11	\$119.77	Out of pocket costs apply	
H.S Cafeteria	No Charge	\$42.76	\$105.29	Out of pocket costs apply	
H.S. Cafeteria & Kitchen (SFE worker required at cost of \$25/hour)	No Charge	\$72.76	\$135.29	Out of pocket costs apply	
H.S. Library	No Charge	\$16.70	\$68.01	Out of pocket costs apply	
H.S. Conference Room	No Charge	\$10.89	\$49.60	Out of pocket costs apply	
H.S. Classroom	No Charge	\$10.89	\$49.60	Out of pocket costs apply	
H.S. Lecture Hall	No Charge	\$42.23	\$104.76	Out of pocket costs apply	
Outside Areas (Patio, Courtyard, etc)	No Charge	\$10.00	\$40.00	Out of pocket costs apply	
H.S. Track	No Charge	\$10.00	\$40.00	Out of pocket costs apply	
H.S. Track w/lights	No Charge	\$35.85	\$90.85	Out of pocket costs apply	
Football Stadium	No Charge	\$25.00	\$75.00	Out of pocket costs apply	
Football Stadium w/lights	No Charge	\$50.85	\$125.85	Out of pocket costs apply	
H.S. Varsity Baseball/Softball Field	No Charge	\$25.00	\$75.00	Out of pocket costs apply	
H.S. Varsity Baseball/Softball Field w/lights	No Charge	\$50.85	\$125.85	Out of pocket costs apply	
H.S. Football/Soccer Practice Field	No Charge	\$25.00	\$75.00	Out of pocket costs apply	
H.S. Football/Soccer Practice w/lights	No Charge	\$50.85	\$125.85	Out of pocket costs apply	
Tennis Courts	No Charge	\$10.00	\$40.00	Out of pocket costs apply	
Tennis Courts w/lights	No Charge	\$35.85	\$90.85	Out of pocket costs apply	
Payment Plan Administration Fee	No Charge	\$5.00/month	\$5.00/month	Out of pocket costs apply	
Late Payment Fee	No Charge	\$25.00/month	\$25.00/month	Out of pocket costs apply	



## **K-8 FACILITY SCHOOLS**

	Class I	Class II	Class III	Class IV	Additional Costs
K-8 SCHOOL FACILITY (All rates are per hour rates)	School and Civic Activities co- sponsored by the District, and recognized by the Governing Board (i.e. PTA, PTO, Community Education, school clubs etc.)	Non-profit organizations, colleges, outside clubs, sports clubs and activitiy groups that exist to support the growth and development of DUSD, institutions of higher learning, churches, home owner's associations	Commercial, profit making organization; and any organization not falling in Categories I, II	Local, State, and Federal Programs	Security/Traffic Control Officers at a cost of \$40 per hour may be requested (2 hour minimum). Renter assumes responsibility for cleaning the facility after use. Custodial services may be purchased at a cost of \$30/hour. If cleaning on the weekend is requested, a 4 hour minimum is required. District reserves the right to charge renter for cleaning services if facility is not adequately cleaned. District also reserves the right to assign a Facilities Usage Specialist.
INSURANCE REQUIREMENTS	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	
DEPOSIT	No Charge	No Charge	No Charge	No Charge	
CUSTODIAL SERVICES	See Additional Costs	See Additional Costs	See Additional Costs	See Additional Costs	
	Rate	Rate	Rate	Rate	
K-8 Gym	No Charge	\$29.33	\$96.87	Out of pocket costs apply	
K-8 Multi-Purpose (Gym & Cafeteria-2 Sites Only*)	No Charge	\$29.33	\$96.87	Out of pocket costs apply	
K-8 Cafeteria	No Charge	\$27.80	\$91.91	Out of pocket costs apply	
K-8 Cafeteria & Kitchen (SFE worker required \$25/hour)	No Charge	\$43.00	\$107.11	Out of pocket costs apply	
K-8 Library	No Charge	\$12.68	\$56.50	Out of pocket costs apply	
K-8 Classroom	No Charge	\$10.70	\$49.86	Out of pocket costs apply	
K-8 Practice Field	No Charge	\$10.00	\$40.00	Out of pocket costs apply	
K-8 Practice Field w/lights	No Charge	\$25.85	\$76.25	Out of pocket costs apply	
K-8 Outside Areas (Patio, Courtyard, etc)	No Charge	\$10.00	\$40.00	Out of pocket costs apply	
K-8 Stage	No Charge	\$7.73	\$37.88	Out of pocket costs apply	
Kingswood Amphitheater	No Charge	\$25.62	\$84.33	Out of pocket costs apply	
Kingswood PODs	No Charge	\$10.50	\$40.50	Out of pocket costs apply	
Support Services Training Rooms	No Charge	\$10.84	\$49.86	Out of pocket costs apply	
Payment Plan Administration Fee	No Charge	\$5.00/month	\$5.00/month	Out of pocket costs apply	
Late Payment Fee	No Charge	\$25.00/month	\$25.00/month	Out of pocket costs apply	

Transportation Rates are the same for all classes: \$18.00/hour + \$.70/mile. Special needs bus: \$29.00/hour + \$.70/mile (includes Bus Aide).

<sup>\*</sup>Fees are in effect from July 1, 2017 through June 30, 2018.

<sup>\*</sup>West Point & Countryside



# CLASS I & II FACILITY RATES 2017-2018

Auditoriums (All rates are per hour) School trained personnel will be used for all equipment, cleaning and security. No equipment or structural modifications can be made to the auditorium for events.	Valley Vista High School Performing Arts Center (1302 seats)	Dysart High School Auditorium (625 Seats)	Shadow Ridge High School Performing Arts Center (400 seats)	Willow Canyon High School Auditorium (495 Seats) Shadow Ridge High School Auditorium (400 seats)	Audio Facilities Usage Specialist	Facilities Usage Specialist	Security/Traffic Control Officers at a cost of \$40 per hour may be requested (2 hour minimum). Renter assumes responsibility for cleaning the facility after use. Custodial services may be purchased at a cost of \$30/hour. If cleaning on the weekend is requested, a 4 hour minimum is required. District reserves the right to charge renter for cleaning services if facility is not adequately cleaned. District also reserves the right to assign a Facilities Usage Specialist.	
Class I - School and Civic Activities co- sponsored by the District or recognized by the Governing Board (i.e. PTA, PTO, Community Education, school clubs,etc.)	No Charge	No Charge	No Charge	No Charge	\$25/hour	\$25/hour		
Class II - Non-profit organizations, colleges, clubs, sports clubs and activity groups that exist to support the growth and development of DUSD, institutions of higher learning, churches, home owners' associations		Class II organizations will be required to provide a \$1,000,000 liability insurance policy and pay 1/2 of the rental fee up front.						
Load-in/set up	\$135.75 per hour	\$110.75 per hour	\$70.75 per hour	\$70.75 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	Load-in/set up is the responsibility of the renter. The Facilities Usage Specialists and Audio Facilities Usage Specialists are not stage hands.	
Basic Rehearsal	\$135.75 per hour	\$110.75 per hour	\$70.75 per hour	\$70.75 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	The hourly rate includes one Facilities Usage Specialist and one Audio Facilities Usage Specialist. Large events may be required to hire additional district personel at the discretion on the Community Education Department.	
Tech/Dress Rehearsal	\$210.75 per hour	\$160.75 per hour	\$110.75 per hour	\$110.75 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	The hourly rate includes one Facilities Usage Specialist and one Audio Facilities Usage Specialist. Large events may be required to hire additional district personel at the discretion on the Community Education Department.	
Performance	\$210.75 per hour	\$160.75 per hour	\$110.75 per hour	\$110.75 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	The hourly rate includes one Facilities Usage Specialist and one Audio Facilities Usage Specialist. Large events may be required to hire additional district personel at the discreation on the Community Education Department.	
Stike/load-out	\$135.75 per hour	\$110.75 per hour	\$70.75 per hour	\$70.75 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	Strike/ Load - out is the responsibility of the renter. The Facilities Usage Specialists and Audio Facilities Usage Specialists are not stage hands.	

Furniture and Equipment Fees are charged at a daily rate unless an hourly rate has been referenced. All items are subject to availability.

<sup>\*</sup>Fees are in effect from July 1, 2017 through June 30, 2018.



# CLASS III FACILITY RATES 2017-2018

Auditoriums - All rates are per hour. Hiring of district personnel is required for all auditorium rentals. No equipment or structural modifications can be made to the auditorium.	Valley Vista High School Performing Arts Center (1302 seats)	Dysart High School Auditorium (625 Seats)	Shadow Ridge High School Performing Arts Center (440 seats)	Willow Canyon High School Auditorium - 495 Seats & Shadow Ridge High School Auditorium (Approx. 450 seats)	Audio Specialist	Facilities Usage Specialist	Security/Traffic Control Officers at a cost of \$40 per hour may be requested (2 hour minimum). Renter assumes responsibility for cleaning the facility after use. Custodial services may be purchased at a cost of \$30/hour. If cleaning on the weekend is requested, a 4 hour minimum is required. District reserves the right to charge renter for cleaning services if facility is not adequately cleaned. District also reserves the right to assign a Facilities Usage Specialist.		
Class III - Commercial, profit making organization, and any organization not falling into Categories I, II, or III		Commercial, profit making organizations will be responsible to provide \$1,000,000 liability insurance and pay the entire cost upfront.							
Load-in/set up	\$160.75	\$135.75	\$110.75	\$110.75	One included in hourly fee. Extra-personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	Load-in/set up is the responsibility of the renter. The Facilities Usage Specialists and Audio Facilities Usage Specialists are not stage hands.		
Basic Rehearsal	\$160.75	\$135.75	\$110.75	\$110.75	One included in hourly fee. Extra-personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	The hourly rate includes one Facilities Usage Specialist and one Audio Facilities Usage Specialist. Large events may be required to hire additional district personnel at the discretion of the Community Education Department.		
Tech/Dress Rehearsal	\$260.75	\$210.75	\$160.75	\$160.75	One included in hourly fee. Extra-personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	The hourly rate includes one Facilities Usage Specialist and one Audio Facilities Usage Specialist. Large events may be required to hire additional district personnel at the discretion of the Community Education Department.		
Performance	\$260.75	\$210.75	\$160.75	\$160.75	One included in hourly fee. Extra personnel are charged at \$25 per Hour	One included in hourly fee. Extra personnel are charged at \$25 per Hour	The hourly rate includes one Facilities Usage Specialist and one Audio Facilities Usage Specialist. Large events may be required to hire additional district personnel at the discretion of the Community Education Department.		
Stike/Load-out	\$160.75	\$135.75	\$110.75	\$110.75	One included in hourly fee. Extra-personnel are charged at \$25 per hour	One included in hourly fee. Extra personnel are charged at \$25 per hour	Strike/Load-out is the responsibility of the renter. The Facilities Usage Specialists and Audio Facilities Usage Specialists are not stage hands.		

Furniture and Equipment Fees (Flat Rate unless reference hourly rate) All items are subject to availability

<sup>\*</sup>Fees are in effect from July 1, 2017 through June 30, 2018.

Baby Grand Piano	\$100.00
Stand Up Piano	\$50.00
Hand Held Mic w/Stand	Included
Wireless Mic	\$25.00
Headset	\$15.00
Concert Shell	\$100.00
Choral Risers	\$15.00
Lecturn/Podium	\$10.00
Projection Screen and Projector	\$25.00/hour
Tables	\$10.00 per 3 Tables
House Intercom System	\$25.00
Portable Sound System	\$150.00
Sound Board/Mixer	\$50.00
Gaffer's Tape	\$15.00 per Roll
Gel	\$9.00 per Sheet
Display Stands	\$25.00 per Day
Payment Plan Administrator Fee	\$5.00 per Month
Late Payment Fee	\$25.00
Education Media Coordinator Recording	\$300.00
and Editing Equipment	