

THATCHER UNIFIED SCHOOL DISTRICT No.4
APPLICATION FOR USE OF SCHOOL FACILITIES

Date of Request

Contact Name _____ Group or Organization

Phone _____ AND _____ E-mail _____

Mailing Address _____

Name and Purpose of Event _____

List Additional Contacts (name and phone): _____

Facility Requested _____ Est. # Participants: Youth _____ Adults _____

Admission or Participation Fee? ___No ___Yes - \$_____

Furniture/Equipment/Set-up Needs _____

Event Schedule (dates/times) _____

*If there are any event changes, an *Event Form* needs to be submitted to the District Office 48 hours prior to event.

REQUIRED ATTACHMENTS

___ Facility Use Agreement, signed by authorized party

For Class II and Class III only (see exhibit KF-EC)

___ Evidence of general liability insurance, with minimum limits of \$1,000,000, naming Thatcher USD as an additional insured

___ \$50 security deposit

*Keys can be picked up 1 day prior to the event unless other arrangements have been made through the District Office

*Keys are to be returned within 24 hours after the event

*Documents and information must be received at least two weeks prior to the event.

*Payment, in full, is due immediately following the event

District Use Only

_____ DENIED _____ APPROVED & Classified as Class: I II III

Rental fee: _____ hours @ _____/hour Total: _____

Added to Calendar on: _____ Public _____ Private _____

Security Deposit received on: _____ check #___ money order cash card

Invoiced on: _____ Final payment received on _____ check #___ money order cash card

Date Key Issued: _____ Date Key Returned: _____

Other: _____

THATCHER UNIFIED SCHOOL DISTRICT No.4

EVENT CHANGE FORM

3490 W. Main Street PO Box 610 Thatcher, AZ 85552

Phone (928) 348-7200 Fax (928) 348-7220 Email: Facilities@thatcherud.org

Today's Date: _____

Event Date and Time: _____

Event Contact Person: _____

Change Description: _____

Equipment Description: _____

Authorized Requestor

Signature: _____ Date: _____

Thatcher School District Representative

Signature: _____ Date: _____

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Equipment Description: _____

Authorized Requestor

Signature: _____ Date: _____

Thatcher School District Representative

Signature: _____ Date: _____

THATCHER UNIFIED SCHOOL DISTRICT NO. 4 FACILITY USE AGREEMENT

1. PARTIES

The parties to this Contract, hereinafter referred to as “Agreement,” are *Thatcher Unified School District No. 4*, hereinafter referred to as “DISTRICT”, and the “Group or Organization” specified in the accompanying *Application for Community Use of School Facilities*, and herein after referred to as “OCCUPANT”.

2. RECITALS

The execution of this Agreement is authorized by board policy KF and by annual Board action, permitting the signing of such agreements by its superintendent.

The DISTRICT agrees to make available the facility described for the purpose presented in the attached “Application.” OCCUPANT shall have access to the FACILITY during the times specified.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, group, or organization or the purposes they represent.

3. TERM

The term of the Agreement shall be as specified on the “Application,” after which time OCCUPANT’s rights to use the FACILITY under this Agreement shall automatically expire.

4. COMPENSATION

OCCUPANT agrees to compensate the DISTRICT for use of the FACILITY at the rate indicated on the DISTRICT’S current *Facility Fee Schedule*, or according to such terms as may be articulated as an addendum to this Agreement, and submitted at the time the Agreement is executed.

5. USE OF PREMISES

OCCUPANT represents that the FACILITY will be used only for the stated purpose(s). Use shall be performed in compliance with all applicable statutes, rules and regulations, including, but not limited to the following:

Safety

- OCCUPANT shall conduct its activities and shall require all participants to conduct activities in a careful, prudent and safe manner.
- OCCUPANT shall inform participants of rules to maintain the facility in a safe and compliant manner.
- Number of participants shall not exceed the capacity of the facility as designated by the DISTRICT.
- Means of access and egress shall be identified and communicated to participants.
- Parking and pedestrian guidelines shall be observed and enforced according to local ordinances and state laws.
- Any electrical tools, appliances and extension cords used shall be in good condition.

Care

- Area(s) shall be maintained in a clean, organized manner.
- All materials used shall be properly handled and stored.
- No food or drinks shall be permitted, except as expressly authorized by the DISTRICT.
- No open flame or firearms, of any kind, shall be permitted.
- Equipment and supplies, including locks, shall be left in place.
- Outside exits shall remain closed, as necessary for peak efficiency of heating and cooling units.
- When facility use is complete, lights shall be turned off, doors locked and keys returned.

Supervision

- Participants and activities shall be under competent supervision. Disorderly conduct of any kind shall not be condoned.
- Participants shall be confined to the specific area of the facility approved for use.
- OCCUPANT shall not serve or use liquor, narcotic drugs, or tobacco in any form, or allow others to serve or use liquor, narcotic drugs, or tobacco in any form during use of the FACILITY.
- OCCUPANT shall provide adequate supervisory personnel to ensure security of the facility.

- OCCUPANT shall maintain a list of emergency agencies and phone numbers available at all times.

Use inconsistent with these provisions or in violation of any environmental, state, city or county ordinance or other law is deemed a material breach of this Agreement.

OCCUPANT is responsible to ensure that all participants comply with the terms of this Agreement.

6. 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 the DISTRICT shall not be responsible in any manner for the supervision, daily direction and control of the occupant and/or any of its employees or other personnel.

7. MAINTENANCE AND REPAIR

OCCUPANT agrees to accept the FACILITY “as is” and to supply any additional furniture, equipment and other property necessary and appropriate to its use of the FACILITY. Modifications, including extra furniture and/or equipment may require an additional fee. All property belonging to OCCUPANT or any other person or entity in the FACILITY shall be at the risk of OCCUPANT or such other person or entity only and the DISTRICT shall not be liable for damage thereto or theft or misappropriation thereof.

OCCUPANT shall reimburse DISTRICT for all damage to the FACILITY caused by any criminal or negligent act or act of vandalism or malicious mischief, except to the extent insurance proceeds are received by the DISTRICT in compensation therefore.

As associated with long-term use, the DISTRICT shall provide structural maintenance of the facility and shall maintain exterior parking and sidewalks for shared use by OCCUPANT’S staff and students. The DISTRICT may, from time to time, make improvements to the FACILITY, at its sole discretion. OCCUPANT shall not make alterations, additions or improvements to the FACILITY except as approved by the DISTRICT in advance.

OCCUPANT’S share of operating costs, including utilities, custodial service and routine building maintenance, is included in the rental fee.

8. FIRE AND CASUALTY DAMAGE

If the FACILITY becomes damaged by fire or casualty, but not thereby rendered untenable in whole or part, the DISTRICT shall have the option to cause such damage to be repaired from the insurance proceeds paid pursuant to such damage, and the rent shall not be abated. If by reason of such occurrence the FACILITY shall be rendered untenable, DISTRICT shall abate rent for the period of repair and reconstruction; provided, however, that there shall be no abatement in the event such damage was caused by the negligence or omission of OCCUPANT, its agents or employees.

The DISTRICT may, in any of the above events and upon its sole election, terminate this Agreement by presenting OCCUPANT written notice of such election within sixty (60) days following the date of the occurrence, and in such event this Agreement shall terminate, and rent shall be prorated, on the date of such notice. In no event shall the DISTRICT be held liable for repair costs in excess of the insurance proceeds paid to the DISTRICT as a result of such damage or destruction.

9. LIABILITY AND INDEMNITY

OCCUPANT shall not perform any acts or engage in any practices that may injure adjoining buildings or property or be a nuisance or menace to other persons in the area. OCCUPANT shall not conduct, or with knowledge permit to be conducted or perpetrated, any public or private nuisance on, or disfigurement to the rented FACILITY or common campus facilities.

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 persona arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or arising out of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims or employees of OCCUPANT, or out of claims under similar such laws.

10. INSURANCE

Pursuant to ARS. Section 15-1105 et seq., OCCUPANT agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, with minimum limits of \$1,000,000 against each claim 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. OCCUPANT shall provide the DISTRICT with a certificate evidencing such insurance coverage is in effect.

11. ASSIGNMENTS AND SUBLETTING

OCCUPANT shall not sublet, assign or transfer any rights or interests acquired under this Agreement, whether in whole or in part, to any other party without first obtaining the express, written consent of the DISTRICT. OCCUPANT shall remain fully and primarily liable for payment of all rental and other sums due, or to become due, under this Agreement, and for the full performance of all other terms of this Agreement.

12. RIGHTS RESERVED

(A) The DISTRICT expressly reserves all rights in and with respect to the FACILITY or property in the neighborhood of the FACILITY, not inconsistent with OCCUPANT's use thereof, including the rights to establish, develop, maintain and operate the common campus facilities on which the rental FACILITY resides, and to grant easements to others for same or similar purposes.

(B) OCCUPANT agrees that authorized representatives of the DISTRICT may enter the FACILITY, at will, for the purposes of inspecting or maintaining same. In the event tickets are sold or used, OCCUPANT shall provide three (3) complimentary courtesy tickets, for use at the DISTRICT'S discretion.

(C) The DISTRICT reserves all concession rights. OCCUPANT agrees that outside concessions are not to be brought on campus, unless specifically approved in writing by the DISTRICT, at the time the Agreement is executed.

(D) The DISTRICT reserves the right to require approval of newspaper advertisements, promotional brochures and posters prior to distribution or display.

(E) 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, 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.

13. TERMINATION

The DISTRICT reserves the right to cancel any facilities reservation, at any point in time, if it deems cancellation to be in its best interest.

OCCUPANT may terminate this Agreement as follows:

- A. Upon written mutual consent of the parties.
- B. Upon expiration of the term of this Agreement in accordance with the terms set forth above.
- C. With or without cause, upon ninety (90) days written notice to the other party.
- D. All notices required or necessary under this Agreement shall be posted by certified or registered mail, return receipt requested.

14. DEFAULT

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid when due, or otherwise fails to comply with or observe any other provisions of the 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.

15. 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.

16. 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.

17. SIGNATORIES TO THE AGREEMENT

The parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

“DISTRICT”

Building Administrator Signature Date

Director of Operations Signature Date

Superintendent Signature Date

“OCCUPANT”

Occupant’s Title Occupant’s Signature Date

KF-EC
EXHIBIT

**COMMUNITY USE OF
SCHOOL FACILITIES**

SCHOOL FACILITIES USER FEES

Class I	Fees	No charge for District Mission related use.
	School-sponsored activities	Teacher Organizations
	School Clubs	P.T.A. / Organizations
	Boy Scouts	Booster clubs
	Girl Scouts	Arizona Youth Soccer/Football Organization
	Little League Program	

Class II	Fees	See below
	Community college	Civic organizations
	Community concerts	Educational organizations
	Churches	Government organizations
	Recitals	Service organizations
	Cultural organizations	Extended day resource programs
	Full-time employees	

Class III	Fees	See below
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Commercial or profit-making organizations

Facility	Class II	Class III
Classroom-Standard	\$15.00 per hour	\$20.00 per hour
Classroom-Labs and Shops	\$25.00 per hour	\$30.00 per hours
Gymnasium - High School	\$40.00 per hour	\$50.00 per hour
Gymnasium - Middle School	\$35.00 per hour	\$40.00 per hour
Gymnasium - Elementary	\$30.00 per hour	\$35.00 per hour
Multi-Building - Primary	\$30.00 per hour	\$35.00 per hour
High School Commons	\$40.00 per hour	\$50.00 per hour
Amphitheater - High School	\$20.00 per hour	\$25.00 per hour
District Board Room	\$25.00 per hour	\$30.00 per hour
Data/Conference Building	\$25.00 per hour	\$30.00 per hour
Middle School Cafeteria only	\$40.00 per hour	\$50.00 per hour
Outdoor Recreational Facilities	to be determined by event requirements	

Setup/take down	\$50.00 per hour (2-man crew) 2 hour minimum
Clean up beyond regularly scheduled services, if applicable	\$50.00 per hour (2-man crew) 2 hour minimum
Furniture/Equipment Rental	Base Charge: \$15.00 +
Chairs	\$0.15 each per day
Tables	\$1.00 each per day
Sound System	\$35.00 per day
Volleyball Equipment	\$35.00 per day
Scoring Table/Electronics	\$35.00 per day
Furniture/Equipment Rental	
Security	\$40.00 per hour per man
Service Call	\$40.00 per hour per man

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 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.