



Lake Havasu Unified School District # 1

Facility Use Manual

Rules, Regulations and Fees for the
Use or Lease of District Property

2023-2024

Table of Contents:

Introduction	Page 03
Definitions	Page 03
Authority	Page 03
Agreements	Page 03
Indemnification	Page 04
Uncompensated Use	Page 04
Elections	Page 04
Insurance	Page 04
Re-Leasing	Page 05
Assignments and Subletting	Page 05
Alteration of Premises	Page 05
Damage to Buildings and Content	Page 05
Machinery, Flammable Liquids, and Electricity	Page 05
Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies	Page 06
Relationship of Parties	Page 06
Liability for Lessee's Property	Page 06
Lost or Misplaced Articles	Page 06
Abandoned Equipment	Page 06
Entrance and Exit	Page 06
Permits and Licenses	Page 06
Site Support/Supervision Requirements	Page 06
Observance of the Law	Page 07
Arbitration	Page 07
Use of Facilities Contrary to Public or District Policy	Page 07
Conflict of Interest	Page 07
Signs, Posters and Literature	Page 07
Advertising	Page 08
Facility Capacity	Page 08
Termination of Agreement	Page 08
Additional or Unspecified Items	Page 08
Facility Rental Policies and Rules	Page 08
Use of District Kitchen	Page 09
Food Events	Page 09
District Catered Meals	Page 09
Non-District Catered Meals	Page 10
Concession Stands	Page 10
Auditorium Use	Page 10
Use of Audio/Video Recording Studio	Page 10
Use of Athletic Fields	Page 11
• District hereby agrees	Page 11
• Lessee hereby agrees	Page 11
• The District and Lessee mutually agree	Page 12
Class Definitions	Page 12
Procedures for Securing a Permit for Use of Facilities	Page 12
Facilities Fee Schedule	Page 13-14
Denial of Future Use	Page 13
Changes to Agreement	Page 13

Introduction:

Welcome to the Lake Havasu Unified School District # 1 (“**LHUSD #1**” or “**District**”). We are pleased that you have chosen our facilities for prospective use. Pursuant to the Arizona Revised Statutes (“**A.R.S.**”) § 15-1105, District owned facilities may be made available for public use. The Governing Board adopted the spirit and intent of this public law in making the District facilities available to the public. However, the District cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations. A.R.S. § 15-1105(G)(3), defines “Reasonable use fee” as an amount that is at least equal to the school district’s cost for utilities, services, supplies or personnel that the school provides to the Lessee pursuant to the terms of the lease. Therefore, all prospective occupants/Lessees of District facilities **must thoroughly read the Facility Use Manual, acknowledge reading and understanding of the manual, and submit the electronic request for use of facilities** (collectively the “**Agreement**”). In order to comply with this statutory duty in regard to agreements for the use of District facilities by the Lake Havasu City, the District will monitor City usage in regard to value received by the District from the City. The use and occupancy of school property shall be primarily for LHUSD # 1 purposes. Any authorized use or occupancy of the property for other than LHUSD # 1 purposes shall be secondary and subordinate to this primary purpose. The extensive use of school buildings and grounds by community groups makes it imperative that definite rules, regulations and policies govern the use of these facilities. Use of school facilities must be in accordance with the provisions of Arizona Revised Statutes. If you need more information regarding the use of our facilities or assistance with the Facility Use Manual, please contact the Coordinator of Facility Use at facilityuse@lhusd.org.

Definitions:

- *Designee*, as used herein, refers to the Coordinator for the Lake Havasu Unified School District # 1 who manages the responsibilities of renting and authorizing the use of District facilities to Lessees and occupants.
- *Board*, as used herein, means the Lake Havasu Unified School District # 1 Governing Board.
- *Agreement*, as used herein, means the terms binding a Lessee, including the information submitted by Lessee on the online application, the Facility Use Manual and Facility price sheet.
- *Lessee*, as used herein, means any person, entity, firm, association, organization, partnership, group, company or corporation who applies for and is granted a facility use agreement to use the facilities of the Lake Havasu Unified School District # 1.
- *District*, as used herein, means the Lake Havasu Unified School District # 1, its agents and/or employees.
- *Property, Facility, and Premise* are used herein synonymously.

Authority:

A.R.S. § 15-1105 allows a school district to lease buildings and grounds to individuals, groups or organizations for any lawful purpose, except as provided in A.R.S. § 15-511. The Governing Board has designated the Designee to negotiate and ensure that appropriate documentation is prepared. No District facility will be made available until the appropriate forms are properly executed.

Agreements:

1. By submitting an application, Lessee agrees to be bound by all of the terms, conditions and requirements of this Facility Use Manual. The Agreement, as defined above, embodies the entire contract between Lessee 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 Agreement shall not be valid unless reduced to writing and signed by both parties.
2. When using a facility or any portion thereof, Lessee 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. Lessee 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 Lessee’s use thereof. Lessee shall not use, or allow any portion of facility to be used, for any unlawful purpose. Lessee 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. Lessee

acknowledges 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 Lessee, such that the Lessee accepts full responsibility therefore.

3. A request for an Agreement should be initiated at least two (2) weeks prior to the date(s) requested. Before approval will be given by the Designee, the application must show: (a) specific date(s) requested (duration of agreement not to exceed one (1) year); (b) personnel and equipment requested, and (c) the purpose for which the facilities will be used.

Indemnification:

To the extent permitted by law, as a material part of the consideration to District, Lessee 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 Lessee's use or occupancy of any portion of facility from any cause whatsoever, including when caused in whole or in part by Lessee, and Lessee hereby waives all claims in respect thereof against District. To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless District and all of its employees, agents, and representatives from any and all claims, notice 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 Lessee or its employees, agents, representatives, invitees, licensees, guests 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 Lessee or out of claims under similar such laws.

Uncompensated Use (Waiver of Facility Fee Only):

The Governing Board may permit the uncompensated use of District facilities by any District or school related group or by any non-school related community non-profit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the Lake Havasu Unified School District # 1. "Educational Function" means uses that are directly related to the educational mission of the District as adopted by the Governing Board and includes the educational mission related uses of parent-teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above 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 Governing Board may approve an in-kind contribution of goods or services as full or partial payment of the Facility Rental Fee (**does not include personnel or utility fee**), provided that the value of the contribution has been determined by the District and receipt of the contribution has been confirmed in writing prior to use.

Elections:

The principal of a school may deny a request to provide space for use as a polling place if within two (2) weeks after a request has been made the principal provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

- Space is not available at the school
- A disruption of the normal school activities would occur
- The safety and welfare of the students would be jeopardized

Insurance:

All outside groups using District facilities must comply with these requirements. Only District-sponsored groups that are covered by District insurance are exempt from these requirements.

Pursuant to A.R.S. § 15-1105, Lessee agrees to procure, at its expense, and maintain during term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with Lessee's use of any portion of facility and/or facility's contents, which insurance shall name **Lake Havasu Unified School**

District # 1, its Governing Board, employees and agents as an additional insured (the Director of Business Services may waive the requirement that the District be named as an additional insured, however; this does not alleviate the requirement for a policy of general liability insurance) and be primary and non-contributing to any coverage maintained by/on behalf of District. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence, and Lessee shall provide District with a certificate evidencing such insurance coverage is in effect. Responsibility for obtaining such insurance coverage rests solely with the Lessee and will be shown on the Agreement. Evidence of insurance must be provided even if there is not a fee charged for the use of facility.

Re-Leasing:

The District reserves the right to re-lease any portion of the facilities which become vacant during the term of any Agreement or any area wherein the Agreement therefore has been voided or cancelled by either party. If the District re-leases because of Lessee's default, no refund will be due in the event any sums were paid in advance by Lessee. Lessee is still obligated to the District for any incurred expenses in connection with the Lessee's default or use of facilities.

Assignments and Subletting:

Lessee shall not have the right to assign this Agreement or allow any other persons 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 in District's sole and absolute discretion.

This includes, but is not limited to: events with booth rental or non-rental spaces, events with informational booths for rental or non-rental spaces. The liability of the accessory users would fall under the liability insurance of the entity that is hosting the event and applied for such use.

Alteration of Premises:

Each Lessee shall take the premises in the condition he or she finds them, and in the event any Lessee finds it necessary to remove or change the location of any stage, rigging, or equipment, such changes shall be made at Lessee's own expense, and Lessee shall agree to change all such equipment, stages, and rigging back to the condition in which same was found. No Lessee shall make any such changes or alterations without prior written approval of the Designee.

Damage to Buildings and Content:

The Lessee using the facilities shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures, equipment, etc., sustained from such use, whether caused by the Lessee, its employees, agents, representatives, invitees, licensees, patrons, or guests, ordinary wear and tear excepted. Repair of damages to the premises shall be at the expense of the Lessee.

No decorative or other materials shall be attached to any part of the building so as to damage the buildings. All decorative or other materials shall be of a non-combustible type or be suitably treated with a flame retardant approved by the Fire Department. Nor shall any persons bring, exhibit or set off fireworks, or explosives on the premises. The use of any projectile device must have prior approval from the District Auditorium Director and/or Maintenance Supervisor. If use of a projectile device is approved by the District, it is the responsibility of the Lessee to clean up all projectiles dispersed immediately following the completion of their event on a daily basis. The District may also require the Lessee to have a representative of the Fire Department onsite to either run the projectile devices and/or oversee the use of these devices. Any compensation that may be required from the Fire Department Representative will be the responsibility of the Lessee. The District will notify the Lessee prior to the event if this requirement will be in effect for them. The use of smoke and/or fog effects must also receive prior approval from the District Auditorium Director and/or Maintenance Supervisor. All types of smoke and/or fog generating machines must comply with all fire and safety requirements as determined by the Fire Department.

Machinery, Flammable Liquids and Electricity:

No person shall erect any engine, motor or other machinery on the premises, or use any gas, electricity, flammable liquid or charcoal therein, without prior written approval of the Designee. All electrical connections of any kind must be

made by the District electrician or his representative, and all District equipment must be operated by District personnel or personnel approved by Designee at the expense of the Lessee.

Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies:

No portion of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, fire lanes, lighting fixtures or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed. The Lessee shall pay for any damage as a result of misuse of any portion of the premises. Absolutely no automobiles, motorcycles, or vehicles of any kind will be permitted on school grounds except in designated parking areas.

Relationship of Parties:

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

Liability for Lessee's Property:

The District shall not be held liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until Lessee has made proper arrangements for receiving, handling and storage of such materials. Storage of any material or equipment will not exceed ten (10) days.

Lost or Misplaced Articles:

The District shall have the sole right to collect, and have the custody of, articles left on the premises and to provide for the disposition thereof. Such articles shall be kept on the premises for thirty (30) days and then disposed of, as the Designee deems advisable and consistent with Arizona law. The District shall assume no responsibility for losses suffered by the Lessee, its employees, agents, representatives, invitees, licensees or guests which are occasioned by theft or disappearance of equipment, articles, or other personal property.

Abandoned Equipment:

Any equipment or effects of the Lessee remaining on the premises for more than five (5) days after the expiration of the Agreement shall be deemed abandoned and may be disposed of by the Designee, as he/she deems advisable and consistent with Arizona law.

Entrance and Exit:

All persons shall use and all articles, exhibits, fixtures, displays, and other equipment shall be brought into and out of the building only at designated entrances and exits. Doors will not be propped open at any time. Vehicular traffic or parking in areas on the premises not designed for that purpose shall require prior approval of the Designee.

Permits and Licenses:

The Lessee has the responsibility to obtain any additional permits and licenses that may be required by local jurisdictional ordinances, and shall permit inspection by appropriate personnel, e.g., Health Department permits or inspection by the Fire Marshal.

Site Support/Supervision Requirements:

When the Designee determines that the use of District facilities and equipment will require supervision, cleaning, or technical assistance in connection with the intended purpose or timing of the use or lease, District staff will be assigned

and personnel fees charged to the Lessee as part of the Agreement in accordance with the LHUSD # 1 facility fees schedule.

All wages earned by District-assigned staff in connection with a use or lease must be paid through District payroll in order to cover employees under State Workers' Compensation laws. These wages may be paid only from the rental fees collected in connection with the facility use that are deposited in the Civic Center Fund, and may not be paid directly by the Lessee. No District employee will receive cash for payment of work, with the exception of AIA post-season playoff games with a proper approval. Personnel not specifically identified as event workers under the terms of this facility use agreement will not be considered as Lake Havasu Unified School District # 1 employees for the duration of the contracted event. AIA accepts all liability for any event workers who are not identified as paid District employees. The School District employee is responsible for overseeing group activities. They must be on the premises for the duration of scheduled event. They must be able to be reached by cell phone or District radio at all times.

Observance of the 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. Both parties agree that venue is proper in Mohave County, Arizona. The Lessee of the facilities shall comply with all laws of the United States and the State of Arizona, and with all applicable city ordinances including rules and regulations for the facilities under the charge and control of the District. Violations by the Lessee may result in cancellation of the Agreement and discontinuance of the use of the facilities. Payment of any fines will be the responsibility of the Lessee. To the extent Lessee's use of the facilities involves the performance of copyright protected material or the recording of such performance, Lessee agrees to obtain any necessary copyright licenses or permissions associated with such performance and any recording of such performance by the Lessee or any individual acting on behalf of the Lessee. To the extent a claim is made against the District arising out of any alleged copyright infringement as a result of Lessee's use of the facility, Lessee agrees to indemnify and hold the District harmless from any and all damages, including attorney's fees. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees in connection therewith in addition to the costs of the action, suits or proceeding.

Arbitration:

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S. §§ 12-133 and 12-1518, and rules promulgated there under. To the extent arbitration is not required under the above-referenced laws, the parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

Use of Facilities Contrary to Public or District Policy:

Any use of the facilities which is contrary to public or District policy or not in the best interests of the District as determined by sole discretion of the Designee, or is in violation of any law, shall be a violation of the Agreement and shall be grounds for immediate revocation of the Agreement. Any performer or any other persons whose conduct is objectionable, disorderly, or disruptive to facility use or in violation of any law shall be refused entrance or shall be immediately removed from the premises.

Conflict of Interest:

The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, 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 Lessee, in any capacity, or a consultant to Lessee, with respect to the subject matter of this Agreement.

Signs, Posters and Literature:

Lessee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. Signs, advertisements, posters, etc., must relate to the performance or exhibition

to be given on the premises. The hanging of pictures, banners, or any items on walls or draperies requires written approval of the Designee. All written material and graphics shall meet both public and District policy and shall be in the best interest of the District. Lessee shall not distribute or circulate or permit to be circulated, any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the immediate attraction. Such material must have prior approval of the Designee and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to facilities on School District property.

Advertising:

All advertisements of performances and/or attractions for which an admission is to be charged, must state the total admission prices. Lessee shall not advertise any performance or the appearance of any performer, unless and until agreements between all parties involved have been properly executed prior to submitting a request to use the Facility to the District.

Facility Capacity:

Persons will not be permitted inside any facility in excess of the established capacity. Site Supervisor is responsible for room capacities. Tables shall not be placed in the aisles or doorways. Enforcement of the requirement rests solely with the Lessee.

Termination of Agreement:

The District may terminate the Agreement, without cause and in its sole discretion, at any time. In cases of fire, casualty or other unforeseen occurrences, which render impossible the fulfillment of an Agreement by the District, said Agreement shall be immediately terminated by the Designee. In such cases, payments shall be paid only for the time premises are actually used. The Lessee shall waive any and all claims for damages in the event of such terminations. District may, by written notice, direct Lessee 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, Lessee shall immediately discontinue use of facility under this Agreement. Payment for use already completed or in process at the time of the notice of suspension or termination is received shall be adjusted between District and Lessee in a fair and equitable manner but shall exclude any allowance for the value of any unperformed use or anticipated profits thereon. If unexpected or unplanned District activity occurs after a facility has been scheduled for an outside agency program, the District activity will take priority. The Designee should: 1) make every effort to both inform the outside agency sponsored activity coordinator of this situation as soon as possible and preferably no later than forty-eight (48) hours before the activity is to take place; and 2) make every effort to find an alternative location for the outside agency sponsored activity, preferably forty-eight (48) hours before the activity is scheduled to take place. The Lessee should provide the District forty-eight (48) business hours notice of any cancellation of a part of or the entire Agreement. Written notice should be made to the Designee. Failure to provide forty-eight (48) hours notice will result in a \$25.00 penalty per use. Additional security/custodial charges may apply.

Additional or Unspecified Items:

The Designee reserves the right to impose any additional rules or regulations or to set special rates and use agreements, whether or not expressly provided herein, which may be necessary for the best interests of the District. The failure of the 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 Lessee from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the District to insist upon strict performance of this Agreement.

Facility Rental Policies and Rules:

All activities must be under competent, adult supervision at all times, supplied by the Lessee. The Designee and/or designated District personnel shall exercise authority over Lessee's activities and has the authority to end the activity. If adult supervision is inadequate, it shall be the responsibility of District personnel to report to the Designee in writing what the specific concerns are and a recommendation whether or not to allow any future use of facilities.

The District requires that a District employee be present and available on the premises at all times. When facilities are used by an organization during hours outside the normal workday, or during a time when a staff member is not normally present, a District employee must be present. Compensation for employees will be in addition to facility use fees. Payment to employees will be made by the District and billed to the Lessee.

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

- The use or possession of any form of tobacco or tobacco products in any facility or on District property is prohibited.
- The use or possession of any form of alcoholic beverages or gambling in any facility or on District property is prohibited.
- Food and drinks shall not be allowed inside classrooms, auditoriums, or gymnasiums.
- **The use of any projectile devices must receive prior approval from the District Auditorium Director and/or Maintenance Supervisor. Glitter, confetti, birdseed, Styrofoam beads/particles or unauthorized smoke machines in any facility or on District property is prohibited unless prior approval has been obtained from the District and all devices are deemed safe by the Fire Department.** Additionally, if any projectile devices are approved for use it will then be the responsibility of the Lessee to clean up the projectile immediately following the conclusion of their event on a daily basis. **The use of open flames such as candles are not permitted.**
- Persons attending functions must confine themselves to the specific part of the facility assigned in the Agreement.
- The use of school equipment or supplies shall not be permitted without permission of the Designee. Additional charges will be assessed for the use of school equipment/supplies stated in the Agreement.
- Facilities must be vacated by 10:30 p.m. unless permission is otherwise granted specifically in the Agreement. It is the responsibility of the Lessee to see that this policy is administered and to ensure the safety of all individuals attending the activity.
- Use of balloons will not be permitted without permission of the Designee. If used, balloons must be securely attached to prevent them from floating in the room, toward the ceiling or fire/smoke alarms/ detectors or obstructing doorways/windows.

Use of District Kitchen:

The food service facilities are operated, supervised and maintained by the District Business Department. Maintenance and upkeep is paid with food service funds and/or allocated District maintenance funds. The area included in the Food & Nutrition's jurisdiction are the kitchen, storerooms, laundry rooms, walk-ins, staff dining room, bathroom, patio service areas, student dining rooms and any adjacent food serving areas.

Contracted use for any of the above-mentioned areas for events outside of a school scheduled meal service must be approved by the District Business Department.

Entry into the kitchen area requires an agreement with the District Business Department/FSMC (Food Service Management Company) in addition to the Facility Use Agreement. The District Business Department or designee must participate for the purpose of opening and closing the kitchen facilities, compliance with county health code as well as clean up after the event.

Food used in the kitchen area cannot be brought from the home, donated or purchased from other than county permitted caterers or food distributor.

Food Events:

Mohave County health codes must be adhered to for all events providing food free or for sale. The exception is bake sales, potlucks, and an event with totally pre-packed food. (See MCHD restrictions at www.co.mohave.az.us)

District Catered Meals:

District-catered meal events are handled by the District's Food Service Management Company. The District will contract all arrangements for such events. Catering prices can be provided by the District's Food Service Management Company

and additional facility costs can be obtained through the Designee. All events are required to have a Facility Use Agreement and proof of liability insurance on file prior to the event.

Non-District Catered Meals:

Organizations using the cafeteria with an outside caterer must obtain a Facility Use Agreement for use of facilities. The outside caterer must provide proof of a Mohave County catering permit, insurance certificate and adhere to health department requirements.

Concession Stands:

Lake Havasu Unified School District # 1 concession facilities are the sole property of the District and insured only for District employees working at and for a school event. The District's concessions stands are only used for District events. All event coordinators are required to clean and maintain the concession facilities after each use. Glass containers and other breakable articles shall not be dispensed by the concession or vendors, nor shall they be brought on property of the school district. All portable concession or vendor booths shall be pre-assigned and approved for placement on the site property. No concession stand booths shall impede any pedestrian, vehicle, or emergency thoroughfare.

Auditorium Use:

Only authorized adults shall be allowed in/on ladders, high lifts, cat walks, and on photography platforms; names to be listed at the time the application is submitted. A trained, District approved employee must be obtained by the Lessee to supervise all personnel using any equipment.

The Auditorium Lessee must have Workers' Compensation Insurance if Lessee's personnel will be operating equipment in the auditorium. A trained, District approved employee must be obtained by the Lessee to supervise all personnel using any audiovisual, lighting or stage equipment.

District provided Auditorium Manager would be required at any time the auditorium is in use.

Use of Audio/Video Recording Studio:

Use of the **Audio** studio facility includes live room, control room, ISO booth and restroom and use of the following equipment:

- **Digital Recording**
- **Playback Monitoring System**
- **Signal Processing Software**
- **Microphones**
- **Keyboards**
- **Guitar**
- **Percussion**

Use of the **Video** studio facility includes green screen room, restroom and use of the following equipment:

- **HD Digital Video Recording**
- **Film Editing**
- **Computers**

Set-up and break down times will be billed at the agreed hourly rate. Set-up times vary but expect at least one hour for full band (audio) and up to one hour for cameras (video). The engineer may take a break for 15 minutes every 2 hours to stretch and alleviate eye/ear fatigue and a one hour meal break every 4 hours. Break times are not counted in the hourly rate. The hourly rate does not include personnel fees for services of the District appointed engineer who must be onsite for the duration of the audio/video session. Additional personnel fees for custodial services may apply if deemed necessary. A 50% deposit is required at the time of booking and will be deducted from the final invoice.

The Lessee may choose to use his/her own equipment and/or engineer; however, studio equipment shall only be operated by qualified professionals as determined by the District on-staff engineer. The Lessee is solely responsible for

the working order of outside equipment brought into the studio. The District reserves the right to refuse the use of such equipment if the District engineer believes it is in unsafe condition or not compatible to operate with District equipment. Current equipment certification may be required.

Daily back-up to the studio's hard drives is free during each recording session. Backing up to the artist's storage media will be billed at the hourly studio rate. Onsite hard drive storage is free for one month after the last recording session and \$5.00 per gigabyte per week thereafter, billed in advance weekly. Non-payment for storage will result in permanent deletion of the files. Ongoing projects (8 hours or more per month) are not subject to this provision.

Use of Athletic Fields:

Athletic fields shall not be utilized on a regular basis by outside groups; however a Facility Use Agreement may be issued for the following types of activity: Pop Warner, Little League, Football, Parks and Recreation Department Programs, and other similar organizations.

An additional charge will be assessed for night activities requiring stadium lighting. The additional cost will be listed on the quote. Field lights shall not be turned on for any purpose other than for sessions as provided for in the Agreement.

Athletic Fields with Artificial Turf – No food, drink or snacks of any kind (with the exception of water) are allowed on or near the turf (this includes gum, candy, seeds, etc.). Furniture or equipment which have pointed legs or supports are not permitted on the turf, as these items could puncture or compromise the base structure of the turf. Likewise, the use of stakes or other sharp objects are not permitted. The use of furniture or equipment, such as chairs, benches, tents, etc., will need district approval prior to mobilizing onsite. Vehicles, including motorized and non-motorized equipment, are not permitted on the turf or surrounding areas without proper written authorization by the Principal/Asst. Principal and Director of Business Services/Superintendent.

In addition to all of the terms and conditions contained within this Manual, and in exchange for the consideration of usage of Athletic Field(s), the District and Lessee further agree to the following conditions when an Agreement is made for the use of an Athletic Field:

District hereby agrees:

Field watering will be adjusted to accommodate the permitted event in accordance with the dates and times reference in the Agreement.

Lessee hereby agrees:

To provide proper care and upkeep of the field and complementing facilities during the period of their use, the site principal and the Designee shall jointly determine whether proper care and policing of the field are being carried out. That restroom facilities can be made available only when a District employee is employed to open/close/clean, and as long as they are respectfully used. That preparation of the ground for Lessee's program shall not interfere in any way with the school program at any site. With district approval, marking of lines on grass fields must be done with biodegradable turf paints, water-based paint or calcium-based chalk (equipment provided by Lessee). **Markings of any kind are not permitted on artificial turf fields.** When inclement weather or wet field conditions exist, the field may be closed to protect the fields and possible liability due to injury.

To return the facilities to District at the end of the season in good condition less normal wear and tear, as jointly determined by the site principal and the Designee. To furnish all needed materials for the operation of Lessee's program without cost or obligation to the District. That no modification of the school premises for Lessee's activities shall be made without the approval of the Designee. No tampering with sprinkler systems on outdoor fields.

That only authorized adults shall be allowed in/on press boxes, and on photography platforms; names to be listed at the time the application is submitted. A trained, District-approved employee must be obtained by and at the cost to the Lessee to supervise all personnel using equipment. That there shall be no permanent type of advertising. That public address systems, when used, shall be operated with a volume setting low enough to avoid disturbance of households in

areas adjacent to the schools. Excessive loudness, unnecessary announcements, and extraneous comments are to be avoided.

That no team practice or regularly scheduled game shall begin at such time so as to interfere with the school program or will be offensive to surrounding households at any site.

The District and Lessee mutually agree:

That field lights shall not be turned on for any purpose other than for sessions as provided in the Agreement.

That Lessee shall exercise no control or jurisdiction over the property of the District, the improvements, or the premises except to have policing privilege of the grounds and crowd control during the time Lessee's activities are being conducted, and except as otherwise provided herein. That the school facilities shall be returned to the District in good condition (as judged by the site principal and Designee), not later than the day following the last scheduled game as per the Agreement (except by special permission of the Designee). That if the facilities have not been restored to original condition by the end of each scheduled activity, the District shall restore the facilities and the cost of such restoration shall become the financial obligation of the Lessee. That if said obligation of Lessee (as listed in above) is not met within a reasonable time, this inaction shall constitute proper reason for disallowing future use of the facilities by Lessee. That all other regulations of the District pertaining to Agreements issued for the use of school facilities are binding on the Lessee.

Class Definitions:

Class I – This category is exempt from facility use fees, but subject to all personnel and/or other out of pocket costs incurred by the District. This class includes but is not limited to:

- School sponsored activities, school clubs, teacher organizations, PTO/PTA organizations and booster clubs, or Governing Board - approved Intergovernmental Agreements.

Class II – This category is for non-school sponsored, nonprofit service organizations whose academic or recreational activities involve District school-age students or other nonprofit community organizations. The category of user will be charged a facility rental fee and is subject to all personnel and out-of-pocket costs incurred by the District in accordance with A.R.S. 15-1105. Equipment rental fees apply to this category of user. Examples of this category include;

- Community colleges, community concerts, churches, recitals, cultural organizations, civic organizations, educational organizations, governmental organizations, service organizations, extended day resource programs, youth athletic organizations, boy & girl scouts, and community HOA organizations.

Class III – This category of user is for all commercial, profit making individuals and organizations, regardless of the purpose for their use of facilities. This category of user will be charged a facility rental fee and is subject to all out-of-pocket costs incurred by the District in accordance with A.R.S. 15-1105. Equipment rental fees apply to this category of user.

*Classifications do not apply for use of the video/audio recording studio. Students and student organizations are subject to hourly fees for after hours use.

Procedures for Securing a Permit for Use of Facilities:

1. An application must be submitted online no later than two weeks prior to the requested usage dates.
2. The policies, regulations and procedures are outlined in the Facilities Use Manual and are a part of the Agreement. It is essential that the applicant read and understand them.
3. The online Facility Use Application must be filled out completely before the Designee will approve the facilities to be used.
4. A Certificate of Liability Insurance must be presented with the Facility Use Agreement with the LHUSD # 1 identified as the additional insured party prior to approval of any event.
5. A monetary deposit must be paid at the time of booking the facility in the amount of up to 50%, or that percentage that the Designee instructs. This deposit will be deducted from the final invoice. If the Lessee provides forty-eight (48) hours notice of cancellation of event all deposit monies will be reimbursed to the Lessee. Failure to provide forty-eight (48) hours notice will result in a \$25.00 penalty per use. Additional

security/custodial charges may apply. Any outstanding fees owed that are not paid in a timely manner may be taken to small claims court.

6. The designated administrator indicates approval.
7. After the event has taken place, an invoice for all charges will be issued and sent to the Lessee. The Lessee must remit payment for the use of the facility and all additional charges within thirty (30) days of the invoice date.
8. Payment must be in the form of Cashier's Check or Certified Check drawn by established organizations and must be made payable to the Lake Havasu Unified School District # 1 Civic Center Fund. Credit cards will also be accepted as payment and will be run at time of booking.

Facilities Fee Schedule (Hourly Costs unless otherwise noted):

Each fiscal year the fee schedule is adjusted to reflect current utility, water and personnel rate of pay changes.

NOTES:

- **Use of auditoriums, media centers, will require personnel fees for the assignment of District operating staff.**
- **District Athletic Director may disallow the use of fields if he/she feels the fields are not in an appropriate condition for the event.**
- **An outside vendor is used for security services. The vendor sets its own rates for services.**

Damage or loss of equipment will be assessed at current market pricing, including shipping and handling fees, and will also include any personnel costs needed to correct/install new equipment. The District will supply the Lessee a statement of repair or replacement costs for any damaged items. It is the responsibility of the Lessee to pay for the damage or loss of equipment within 72 hours of notification.

Denial of Future Use:

Future use by a Lessee is in the sole discretion of the District. In the event that the Lessee fails to pay any fee or other sum required to be paid by Lessee hereunder when due (within thirty (30) days of the invoice date) 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, District may immediately and unilaterally terminate this Agreement and all rights of Lessee hereunder – including any right of adjustment of amount paid hereunder. Damage or abuse of facilities is a reason for denial of future use of facilities.

Changes to Agreement:

The Superintendent and/or Governing Board may make changes to policies governing this agreement without prior notice. Upon said changes, Lessee will be notified by written notice. The Lake Havasu Unified School District # 1 and/or the Lake Havasu City Parks and Recreation Department reserve the right to reschedule any or all facilities for another purpose or groups should a priority arise.

Facilities Fee Schedule (Hourly Costs unless otherwise noted):			
Facility Rental	Per Hour Rates		
	Class I	Class II	Class III
Audio/Video Recording Studio – High School	\$ 50.00 *classification not applicable		
Baseball Field – High School	N/A	\$ 50.00	\$ 100.00
Cafeteria (no kitchen access) – Middle, High School	N/A	\$ 15.00	\$ 30.00
Classroom – Elementary, Middle, High School	N/A	\$ 10.00	\$ 20.00
Dance/Aerobics Room – High School	N/A	\$ 25.00	\$ 50.00
Field – Designated Space – Elementary School	N/A	\$ 20.00	\$ 40.00
Fine Arts Room (Art, Band, Choir) – Elementary, Middle, High School	N/A	\$ 25.00	\$ 50.00
Football Field/Track – High School	N/A	\$ 70.00	\$140.00
Football Field/Track – Middle School	N/A	\$ 50.00	\$ 100.00
Gymnasium – Middle, High School	N/A	\$ 40.00	\$ 80.00
Gymnasium/Cafeteria (no kitchen access) – Elementary School	N/A	\$ 15.00	\$ 30.00
Large Dressing Room (each) – High School	N/A	\$ 15.00	\$30.00
Library – Elementary School	N/A	\$ 20.00	\$ 40.00
Library – Middle, High School	N/A	\$ 25.00	\$ 50.00
Little Theater – High School	N/A	\$ 50.00	\$100.00
Locker Rooms (includes showers) – High School	N/A	\$ 25.00	\$ 50.00
Performing Arts Center – High School	N/A	\$ 100.00	\$200.00
Snack Bar (New Gymnasium) – High School	N/A	\$ 25.00	\$ 50.00
Softball Field – Middle, High School	N/A	\$ 50.00	\$ 100.00
Specialty Rooms (all labs & multipurpose rooms) – Middle, High School	N/A	\$ 25.00	\$ 50.00
Wrestling Room – High School	N/A	\$ 25.00	\$ 50.00
Personnel (In Addition to Facility Rental where applicable)	Per Hour Rates		
Auditorium Director	\$ 40.00		
Custodian (2 hour minimum required)	\$ 35.00		
Food Service Worker (2 hour minimum required)	\$ 35.00		
Groundskeeper (2 hour minimum required)	\$ 35.00		
Studio Manager/Engineer	\$ 50.00		
*Utility Rates (In Addition to Facility Rental where applicable)	Summer (05/01 – 10/31) Per Hour	Winter (11/01 – 04/30) Per Hour	
Auditorium – High School	\$ 20.00	\$ 10.00	
Cafeteria – Middle, High School	\$ 20.00	\$ 10.00	
Classroom – Elementary, Middle, High School	\$ 10.00	\$ 5.00	
Field/Track Lights – Middle, High School	\$ 20.00	\$ 20.00	
Gymnasium – Middle, High School	\$ 20.00	\$ 10.00	
Gymnasium/Cafeteria - Elementary	\$ 20.00	\$ 10.00	
Little Theater – High School	\$ 20.00	\$ 10.00	

***Utility Rates & Custodian Fees (with the exception of field/track lights) do not apply when use of facility occurs on a day when school was in session – up to 10pm**