



Facility Use Handbook & Rental Contract 2018-2019

**Dysart Unified School District
Community Education Department
15802 North Parkview Place, Surprise, AZ 85374
Phone: 623.876.7918 Fax: 623.876.7060**

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.

If you answered “no” to one or more of questions 1 through 4, please work with member district personnel 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 www.OneBeaconEntertainment.com.

Name of Organization using Facility: _____

Signature of Occupant: _____

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 Questionnaire
- 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:

www.OneBeaconEntertainment.com. 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 www.OneBeaconEntertainment.com 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

Dysart Unified School District Facility/School Site(s):

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 claims? _____

3.) Will there be armed private security at this event or activity (not including police officers who are on or off duty?) _____

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 admission? _____

12.) Do you require liquor liability coverage? _____

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 and who will not provide their own insurance: _____

15.) Number of concessionaires who sell food products and who will not provide their own insurance:

16.) Number of attractions (performer, etc.) who will not provide their own insurance:

17.) Is a stage involved? _____ If yes, is it temporary or permanent? _____

18.) Is temporary lighting or sound involved? If yes, who is responsible for rigging and operation? _____

19.) Will occupant provide ushers? _____

20.) Is the purchase of food and/or drink required of participants? _____

Occupant's Signature: _____ Date: _____

Occupant's Name (Please print): _____

Occupant's Title (Please print): _____

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: Dysart Unified School District #89

AND

Name of organization using facility: _____

1. PARTIES

The parties to this agreement (the "Agreement") are: DUSD #89

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

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: Community Education Program Manager
Address: 15802 North Parkview Place
City, State, Zip: Surprise, Arizona 85374

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

Name: Community Education Program Manager
Phone: (623) 876-7918
Email: facilities@dysart.org

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

5. TERM

The term of this Agreement shall commence on _____ and end on _____, at which time Occupant's rights to use the Facility under this agreement shall automatically expire unless otherwise extended by District 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., Occupant agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with Occupant's use of any portion

of Facility and/or Facility's contents, which insurance shall name District as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of District. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence, and Occupant shall provide District with a certificate evidencing 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 Occupant and District. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes of any of the provisions of this contract shall not be valid unless reduced to writing and signed by both parties.

10. SUSPENSION AND TERMINATION

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

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 District's delay in the exercise of any such rights or remedies available under this Agreement shall not release

Occupant from any of its responsibilities or obligations imposed by this agreement and shall not be deemed a waiver of any right of **District** to insist upon strict performance of this agreement.

12. ASSIGNMENTS AND SUBLETTING

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

13. DEFAULT

In the event that **Occupant** 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 **District** by reason of such failure, whether at law or in equity, **District** may immediately and unilaterally terminate this agreement and all rights of **Occupant** hereunder – including any right of adjustment of amounts paid hereunder.

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 **District**, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of **District** is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of **Occupant**, in any capacity, or a consultant to **Occupant**, with respect to the subject matter of this Agreement.

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 **Occupant** nor any employees or other personnel of **Occupant** will for any purpose be considered employees of **District**, and with respect to **Occupant** and any employees or other personnel of **Occupant**, **District** shall not be responsible in any manner for the supervision, direction, and control of **Occupant** and/or any of its employees or other personnel, the payment of salary (including the withholding of income taxes and social security)

of any such employees or other personnel, and/or the provision of workers' compensation and disability benefits for any such employees or other personnel.

18. AUTHORITY

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

19. EXECUTION DATE

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

DISTRICT

Name: Kristen B. Moser

Authorized Signature

Title: Community Education Program Manager

OCCUPANT

Name: _____

Authorized Signature

Title: _____