

# COMMUNITY USE OF SCHOOL FACILITIES

## USE AGREEMENT

Representative of: \_\_\_\_\_ (“User”) Date: \_\_\_\_\_

I, \_\_\_\_\_, as the duly authorized representative of User, do hereby agree to the terms and conditions set forth herein and in District Policy 3 3-202 and agree that all terms and conditions that must be met prior to, during, and after use will be met in accordance with the requirements of the District found in its policy, regulations and exhibits.

Per Governing Board Policy 3-202, in accordance with Arizona Revised Statutes Section [15-1105](#), and subject to the terms of the applicable use agreement, the Kyrene School District authorizes use of school property and facilities by any person, group or organization for any lawful purpose in the interest of the community.

### **Leasing (Renting)**

School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes include but are not limited to the following:

- A. Recreational
- B. Educational
- C. Political
- D. Economic
- E. Artistic
- F. Moral
- G. Scientific
- H. Social
- I. Religious
- J. Other civic

## K. Governmental

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease. The value of the goods will be determined by the District based upon established market price, trade in value, or posted prices so long as it 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.

The fee schedule, documentation required from the organization, and benefits offered to an organization, are described in the applicable use agreement for that organization in its use of District property and facilities. To determine the fee associated with use of District property, the organization and its purpose are considered. In order to determine the User's Category, whichever is in a higher Category, the organization or the purpose, determines the Category. (For example, if the organization is Category IA and the purpose for the facility use falls under Category IV, then the Category is IV.)

### **Other Uses of Facilities**

The District reserves the right to authorize other uses of any portion of the facilities that become vacant during the term of any agreement or any area wherein the agreement therefore has been voided or canceled by either party.

### **Assignment and Subletting**

No User shall assign on any of the facilities or any area therein or any rights under said agreement to any other party. Each using organization must separately sign a use agreement.

### **Alteration of Premises**

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

### **Field Painting**

Community users may paint fields with proper approvals from the District Designee. Please note the following parameters regarding painting Kyrene fields:

- Space/time must be reserved, paid for and preapproved to paint
- Field paint must be paint specifically made for turf or a water base paint

- Field paint must be a different color than the Kyrene Athletic Program Paint (not white)
- Field paint is only permitted in outfield spaces and cannot disturb athletic field paint

Please note: any damage to turf as a result of not following guidelines could result in additional fees.

### **Damage to Buildings and Contents**

The User using the facilities shall be responsible for the cost of repairs of any and all damage to the buildings, furnishings, fixtures, equipment, etc., sustained from such use, whether caused by the User or the User's patrons, ordinary wear and tear excepted. Damages to facilities resulting from use by the User or User's patrons shall be repaired by the District and the User will be invoiced. Failure to pay for damages may be cause for canceling the use agreement and/or refusing any future requests by User to use District facilities. All decorative or other materials shall be of a noncombustible type or shall 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 without the written consent of the city where the school is located.

### **Machinery, Flammable Liquids, and Electricity**

No person shall erect any engine, motor, rocket, or other machinery on the premises, nor use any gas, electricity, flammable liquid, or charcoal therein without prior written approval from the District designee. All electrical connection of any kind must be made by the District electrician or his representative, and all District equipment must be operated by District personnel approved by the District designee.

### **Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies**

No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, lighting fixtures, fire lanes or hydrants, or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed, or caused to be used for any purpose other than that originally intended by the District. Any damage resulting from the misuse of any portion of the premises shall be repaired by the District and billed to the User.

### **Liability for User Property**

The District shall not be 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 delivered until the User has made proper arrangements for receiving, handling, and storage of such material.

### **Lost or Misplaced Articles**

The District shall have the sole right to collect and have the custody of articles left on the premises by the User's patrons and to provide the disposition thereof. The District shall assume

no responsibility for losses suffered by the User or the User's agents, servants, or employees that are occasioned by the theft or disappearance of equipment, articles, or other personal property.

### **Abandoned Equipment**

Any equipment or effects of the User remaining on the premises for more than ten (10) days after the expiration of the agreement shall be deemed abandoned and shall be disposed of by the District.

### **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. Vehicular traffic or parking in areas on the premises not designated for such purposes shall require prior approval by the designee of the District.

### **Permits and Licenses**

The User has the responsibility to obtain any additional permits and licenses required by, and shall permit inspection by, appropriate personnel, e.g., health permits or inspection by the fire marshal.

### **Security and Safety Patrol**

The User shall employ, through the District and at the User's expense, such security and safety personnel as are required and approved by the designee. The necessity of security and safety personnel will be determined by the principal and District designee.

### **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. This includes all election activity. The User of the facilities shall comply with all laws of the United States and the State of Arizona, and with all applicable city ordinances, including any rules and regulations for the facilities under the charge and control of the District. Violations by the User may result in cancellation of the agreement and discontinuance of the use of the facilities.

To the extent User's use of the facility involves the performance of copyright protected material or the recording of such performance, User agrees to obtain any necessary copyright licenses or permissions associated with such performance and any recording of such performance by the User or any individual acting on behalf of the User. The extent a claim is made against the District arising out of any alleged copyright infringement as a result of User's use of the facility, User 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 that action, suit or proceeding.

### **Objectionable Performances of Persons**

Any use of the facilities that is contrary to public policy or that is not in the best interests of the District, or is in violation of any law, shall be a violation of the agreement, and any performer or any other person 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 by the District's designee.

### **Filming, Recording, Photographing**

User will not permit the filming, recording, photographing, or use of the name or likeness, of any employee or student of the District, except for incidental background photographing, without the express written consent of such student's parent/guardian or employee. All consents or other agreements obtained from students or employees shall be obtained individually by User, and shall not alter this Agreement or the relationship or rights of the parties hereto. User will also not permit the filming, recording, photographing, or use of any District or school names or logos, without the express written consent of the District.

### **Relationship**

The parties agree that neither User nor any employees or other personnel of User will for any purpose be considered employees of District, and with respect to User and any employees or other personnel of User, District shall not be responsible in any manner for the supervision, direction, and control of User 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.

### **Signs, Posters, and Literature**

The licensee 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 may be posted only on billboards provided for such use, and all signs advertisements, posters, etc., must be related to the performance or exhibition to be given on the premises. The hanging of pictures, banners, or any other items on walls or draperies requires written prior approval by the designee of the District.

The User 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 from the District's designee, and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.

## **Advertising**

All advertisement of performances and/or attractions for which an admission is to be charged must state the total admission prices. The User 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 signing the agreement with the District. All advertising must clearly state the sponsoring agent.

## **Elections**

The rental use of District property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related District-sponsored forum or debate.

## **Facility Capacity**

Persons will not be permitted inside any facility in excess of its established capacity. Enforcement of the requirement rests solely with the User.

## **Suspension of Use**

District may, by written notice, direct User 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 termination notice, User shall immediately discontinue use to the facility under this Agreement.

## **Termination of Use**

The District has the right to terminate the Use Agreement in the event the User or the User's representative is found to be in violation of District rules, regulations, or procedures or the User's use is found to interfere with the District's instructional program. The User will be given written notification of the cause for termination of the agreement and the date on which the User is to discontinue use of the District's facilities.

In case of fire, casualty, or other unforeseen occurrences that render impossible the fulfillment of an agreement by the District, said agreement shall be immediately terminated by the designee of the District.

## **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 User, in any capacity, or a consultant to User, with respect to the subject matter of this Agreement.

## **Priority of District Activities**

All District activities take priority over outside use and therefore available space will be determined after space is allocated to District activities. If unexpected or unplanned District activity is planned after a facility has been scheduled for an outside agency program, the District activity will take priority. In such cases the District agrees to provide a minimum of twenty-four (24) hour notice to the User and to provide the User with alternative arrangements.

## **Care of District Facilities**

When using the facility, or any portion thereof, User agrees to comply with all applicable state, federal or city laws and regulations, as well as with guidance from the Centers for Disease Control and Prevention on social distancing at large events and gatherings and with the policies and regulations of the District pertaining to the use and occupancy of the facility. User shall not use or allow any portion of the facility to be used for any unlawful purpose. User shall not commit or allow to be committed any waste or nuisance in or about the facility, or subject the facility to any use that would damage any portion of the facility or raise or violate any insurance coverage maintained by the District.

User shall not allow a number of persons in any portion of the facility at any time in excess of the legal or normal capacity of such portion of the facility. User shall ensure that all persons attending functions shall confine themselves to the specific part of the facility assigned in the agreement/invoice and that the facilities are vacated by 9:30 p.m. unless permission is otherwise granted by the District and reflected in the agreement/invoice.

User shall not permit any food or drink in any portion of the facility without the prior written consent of the District. User shall not permit the use of tobacco (or tobacco like products), illegal drugs, or alcoholic beverages.

User agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and condition as existed prior to User's use thereof. User agrees to return the facilities to the District not later than the day following the last scheduled day of the approved agreement in good condition, less normal wear and tear (as judged by the principal and the District's designee). If facilities have not been restored to original condition by the day following the last scheduled activity, the District shall restore the facilities, and the cost of such restoration shall become the financial obligation of the User. Should said obligation exceed the deposit on file with the District, the balance thereof will be billed to the organization and must be paid within the time period set forth in the invoice from the District. Failure to meet this payment obligation within a reasonable amount of time shall constitute proper reason for disallowing further use of the facilities by the User.

All activities must be under competent adult supervision supplied by the User. The District's designee may require the User to provide additional adult supervision, custodial support, or security, as the District's designee deems appropriate. When facilities are used by any organization during hours outside of 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 User according to the fee schedule.

### **Cancellation**

Five (5) business days written notice is required for cancellation of the agreement by the User. Notice should be sent to the school/facility of intended occupancy. Failure to provide five (5) business days written notice will result in a twenty five-dollar (\$25) penalty per use. Additional custodial charges may apply.

### **Default**

In the event that User fails to pay any fee or other sum required to be paid by User 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 User hereunder—including any right of adjustment of amounts paid hereunder.

The User, in accepting this Agreement, agrees that the District shall not be held liable for damages in the event that the District declares the User in default thereof.

### **Amendments to Contract**

Any and all amendments/changes to an existing invoice/agreement must be submitted in writing on a Request for Use of Facilities application form and submitted to the District's designee. These changes shall be subject to the approval of the District's designee and shall be considered binding in the same manner as a full invoice/agreement.

### **Use of District Kitchens**

Use of District kitchens is prohibited.

### **Set Up and Storage**

Setup and rearranging of chairs, etc., is the responsibility of the User. The storing of paraphernalia may be a part of this agreement, contingent upon space availability at the designated site. The use of conex containers by the User are permitted only with prior approval from District designee and dependent upon available space. Conex containers should be provided at the User's sole expense and be no more than 8' wide x 10' long x 8.5' high unless otherwise approved by District designee. The conex container may remain on premises until the conclusion of the rental period. The District will evaluate at least annually, the location of all conex containers to determine whether they will be allowed moving forward. For Users that consistently rent annually, the District designee may allow the conex container to remain on premises year round.

### **Bounce Houses/Inflatables**

Bounce houses/inflatables are permitted only with prior approval from District designee. The company providing services/equipment must provide an additional endorsement on their insurance and a certificate of insurance listing the Kyrene School District as an additional



insured. Such insurance shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence. A copy of the insurance certificate needs to be provided to the District no later than five (5) business days prior to the event.

## **Strict Performance**

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 User's delay in the exercise of any such rights or remedies shall not release User 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.

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections [12-1518](#) and [12-133](#), Arizona Revised Statutes, and rules promulgated thereunder.

## **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties concerning the matters addressed herein, may not be modified orally, and supersedes any and all previous agreements or understandings, whether written or oral, between or among the parties relating to such matters.

## **Nondiscrimination**

Both parties agree to not discriminate against any person on the basis of race, color, sex, sexual orientation, religion, national origin, age, disability, veteran's status, etc.

## **Indemnification**

User agrees to conduct its activities in Facility in a careful and safe manner. As a material part of the consideration to District, User 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 User's use or occupancy of any portion of Facility from any cause whatsoever, including communicable diseases and when caused in whole or in part by User, and User hereby waives all claims in respect thereof against District. User 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 User or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of its and/or their use of Facility including any communicable disease infection, or arising in whole or in part out of workers' compensation claims or unemployment disability compensation claims of employees of User or out of claims under similar such laws.

The District and its employees, including the Governing Board, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

## **Mandatory Insurance Requirement**

Pursuant to A.R.S. Section [15-1105](#) et seq., User 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 User's use of any portion of Facility and/or Facility's contents, which insurance shall name District as an additional insured and be primary and noncontributing to any coverage maintained by or on behalf of District. Such insurance shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence and shall not exclude claims and legal actions arising from communicable diseases. User shall provide District with a certificate evidencing such insurance coverage is in effect. This provision may be waived, at the discretion of the District, for certain school-related groups who fall under the District's insurance coverage

## **Uncompensated Use**

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the 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 mission of the district and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

## **Generally**

The Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in Chapter 3 of the policy manual. The District will use its best efforts to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

The School District and its Governing Board, employees, and agents shall be named an additional insured under the liability insurance policy during the use of the facilities and property. The School District and its employees, including the Governing Board or Superintendent, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy 5-410.

Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature.

### **Additional Provisions Regarding Use of School Grounds**

The following additional provisions shall apply for use of school grounds and any complementing facilities: The principal of the school involved and the District designee shall judge jointly whether proper care and policing of the facilities are being carried out during the period of use.

A. The preparation of the ground for the User's program shall not interfere in any way with the school program at any site. Users may not work on grounds' preparation during school hours.

B. User shall furnish all needed materials for the operation of the User's program without cost or obligation to the District.

C. No modification of the school premises for the User's activities shall be made without approval by the District's designee.

D. Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school. Any sales are prohibited unless their proceeds will be used for charitable or non-profit educational purposes.

E. If playground equipment is being rented, the User shall provide adult supervision of at least one adult for every 20 children using the equipment.

F. User shall be responsible for the upkeep of the playing fields.

- G. Glass containers and other breakable articles shall not be distributed by the User.
- H. Public address system, 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.
- I. No team practice or regularly scheduled game shall begin at such time as to interfere with the school program at any site.
- J. Field lights shall not be turned on for any purpose other than for sessions as provided for in the agreement/invoice.
- K. No facilities shall be erected without the prior written consent of the District.
- L. User shall exercise no control or jurisdiction over the property of the District, the improvements, or the premises except to have policing privileges of the grounds during the time that the User's activities are being conducted, and except as otherwise provided herein.

The District furthermore reserves the right to consider rescheduling of any or all facilities upon the request of additional groups for the use of such facilities. If a rescheduling is affected, the District agrees to give one (1) weeks' notice in writing to the User involved.

**Child Abuse, Harassment, Intimidation, Bullying and Hazing Notification Procedures**

The District is committed to operating facilities which are safe and welcoming for all authorized users. This includes prevention of child abuse, harassment, intimidation, bullying and hazing in all forms, and when reasonably suspected, reporting under the District's policies and Arizona law. User's required supervision of activities includes, but is not limited to, User being responsible for:

- A. Reporting child abuse as required by District policy 4-204 Mandatory Reporting.
- B. Reporting harassment, intimidation and bullying as required by District policy 5-409 Prohibition on Harassment, Intimidation, and Bullying.
- C. Reporting hazing as required by District policy 5-408 Hazing Prevention

\_\_\_\_\_ Please Initial

### Additional Requirements for Athletic Activities

Please initial the following facility use requirements if your request(s) involve students in athletic activity. If your facility use does not involve students in athletic activity, please place an N/A on the "Please Initial" line. Visit [www.nfhslearn.com/index.aspx](http://www.nfhslearn.com/index.aspx) for more information.

A. I am aware of the requirements of Arizona Revised Statutes Section [15-341\(A\)\(24\)\(b\)](#) (a copy is available upon request) which requires organizations who use school district facilities for athletic activity to implement safety protocols related to the health and safety of all students.

B. Student athletes and their parents/guardians receive information from our organization and are made aware of the provision of water, the symptoms of a concussion and the techniques for appropriate response and prevention, and the dangers of heat-related illnesses, sudden cardiac death, and prescription opioid addiction.

C. The organization which requests facility use is responsible to maintain accurate records of Acknowledgment Forms which outline the risks and responsibilities associated with concussions and the dangers of heat-related illnesses, sudden cardiac death, and prescription opioid use addiction.

\_\_\_\_\_ Please Initial

### **Student Therapy-Category IE**

(Additional Requirements for Student Therapy)

Parents or Representative of the Student, agree to the premises, conditions and terms set forth herein:

A. The Student is a child with a disability, who receives services from the Division of Developmental Disabilities (DDD).

B. Parent pays for and Student attends a Kyrene Community Education tuition-based program (Kids Club, After Hours, and Community/Signature Preschool), a non-academic program offered by the District.

C. Parent would like for Student to receive services from contracted DDD providers (which are separate and apart from any District-provided services under the Disabilities Education Act (IDEA), Section 504, or the ADA) during the time Student is at the Community Education Services program.

D. The District is willing to allow parents to use (without compensation to the District) available space within the school for the delivery for DDD services.

E. Requests to use Kyrene facilities must be received at least seven (7) business days before requested dates/services.

F. A signed and completed copy of the Student Therapy Information Form is required for all reservations and before services are rendered.

G. Therapist providing services must be a contracted vendor through the [Division of Developmental Disabilities](#).

H. Therapist providing services must provide a certificate of liability insurance for at least one million dollars (\$1,000,000) listing Kyrene School District as additionally insured and must agree to indemnify the District for any and all claims related to services provided under this Agreement.

I. Therapist must comply with the provisions of A.R.S. [15-512](#) and any other applicable District policies or practices related to visitors or volunteers on school grounds.

J. Parent acknowledges and agrees that the District is not responsible for the actions of therapist and agrees to indemnify the District for any negligent or willful acts of the therapist.

K. Changes to a reservation must be made five (5) business days in advance. Requests not made five (5) business days in advance will not be made.

L. Depending on space/program schedule availability:

- Services must be conducted between the hours of 3:00p – 6:00p MTTHF and from 1:00p
- 6:00p W on recognized District School Days at Tier 1 schools and between the hours of 4:40p – 6:00p MTTHF and from 3:00p – 6:00p W on recognized District School Days at Tier 3 schools.
- During school closures (i.e., closure camps, summer), services must be conducted between the hours of 7:00a – 6:00p.

M. Requests will be approved based on space availability.

N. Please note that any Therapist substitutions have to be made a minimum of five (5) working days before the scheduled session and must be submitted in writing to the District's designee that the substitute Therapist is permitted to sign the student out/in and provide outlined services.

\_\_\_\_\_ Please Initial

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

Signature of the User's Authorized Representative: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Signature of the District Representative: \_\_\_\_\_