

Cave Creek Unified School District #93



Facility Use Agreement

Rules, Regulations and Fees for Rental of School Property

Cave Creek Unified School District #93

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Cave Creek Unified School District #93

INTRODUCTION

Welcome to the Cave Creek Unified School District. We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statute (A.R.S.) Section [15-1105](#) et seq., 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.

Therefore, all prospective occupants of District facilities ***must thoroughly read, complete and sign the enclosed Facility Use Agreement and Facility Use Guidelines.*** The site Principal or Administrator shall review the request and determine if there are any conflicts with any site sponsored activities, the request shall then be submitted to and approved by the Director of Facilities & Construction, along with any fees and the required evidence of insurance prior to the commencement date stated in the agreement.

The use and occupancy of school property shall be primarily for CCUSD purposes. Any authorized use or occupancy of the property for other than CCUSD 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 provision 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 Facilities and Construction Department at (480) 575-2051.

FMX

All facility use is scheduled through the District's Facility Scheduling website www.gofmx.com. All returning and prospective facility users must submit their event requests using www.gofmx.com.

Access to this website can also be made through the District's website at www.ccusd93.org. A comprehensive USERS GUIDE is available to help you through the facility scheduling process.

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3-200 Facilities

© 3-202 Facility Use

Short Term Facility Use

The Governing Board or the Superintendent may lease school property to any person or group for any lawful purpose. There shall be a reasonable use fee for the lease of school property which may include goods contributed or services rendered by the person or group to the District.

The Board or Superintendent may permit the uncompensated use of school property to any school-related group or to any group whose membership is open to the public and whose activities promote the educational function of the District, as determined by the Board.

The Board shall annually approve a fee schedule for the lease of school property and include a designation of the persons or groups that may have uncompensated use of school property. The Superintendent shall require proof of liability insurance for use or lease of school property by outside persons or groups.

Lease

The Board may approve the lease of District property for up to twenty years without holding an election. The Board may enter into a lease or lease purchase agreement for school buildings and grounds for more than twenty (20) years but less than ninety-nine (99) years subject to a vote of the District electorate. A vote may not be required under certain statutory exceptions outlined in [A.R.S. § 15-342](#) and [A.R.S. § 15-342.04](#).

The District may enter into a partnership with an entity, including but not limited to a charter school, another school district or a military base, to operate a school or offer educational services in a District building, including at a vacant or partially used building, pursuant to a written agreement between the parties.

Interference with or disruption of an educational institution is a criminal act under Arizona law.

Lessees on District property must adhere to all legal requirements and use obligations established by the District, including but not limited to prohibitions against bringing alcohol, weapons or drugs onto District property.

Adopted:

Legal Authority:

[A.R.S. § 13-2911](#)

[A.R.S. § 15-341](#)

[A.R.S. § 15-342](#)

[A.R.S. § 15-342.04](#)

[A.R.S. § 15-1105](#)

[A.R.S. § 16-411](#)

[A.R.S. § 36-2801](#)

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© 3-202.A Procedure - Facility Use – Short Term Facility Use

A. Definitions

Educational function; means uses that are directly related to the educational mission of the District as adopted by the Governing Board, and includes parent-teacher organizations, youth organizations and school employee organizations.

“Extended resource programs” means activities offered on school property before or after school or at times when school is not customarily in session for children who are of the age required for kindergarten programs and grades one through eight.

“Lawful purpose” under the policy includes recreational, educational, political, economic, artistic, moral, scientific, social, religious or other civic or governmental purpose in the interest of the community, including extended day resource programs.

“Reasonable use fee” means an amount that is at least equal to the District’s cost for utilities, services, supplies, or personnel that the school provides to the lessee pursuant to the terms of the lease.

“Short Term Facility Use” means the lease or approved use of all or a portion of District Facilities for less than one (1) year.

“Uncompensated use” means that the group or organization pays only the District’s direct costs resulting from the use of the facilities.

B. Short Term Use

The Board may grant the use of school facilities to any person, group, or organization for any lawful purpose. Such use shall not interfere with any school activity.

C. Fees

A reasonable use fee shall be charged for the use of school facilities and property. The fee may be offset by goods contributed or services rendered by the lessee.

A schedule of fees and direct expenses shall be adopted annually and include the following classes of usage:

1. *Class I.* School-related, student-centered groups that exist for the sole purpose of contributing to the success of District students.
2. *Class II.* Non-profit organizations as specified by law (must provide I.R.S. 501(c) (3) acceptance letter) that involve District students.
3. *Class III.* Groups and organizations that, for the most part, do not involve only students from the District and/or will not likely perform educational functions for District students.
4. *Class IV.* Commercial or for-profit organizations.

Any individual, group, or organization presumptively classified as Class I or Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted.

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The Superintendent has discretion to deny or cancel any request for use of District property if deemed not in the District's best interest, subject to applicable laws.

D. Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds 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 District.

Use of facilities or property 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 Superintendent has discretion to approve or deny uncompensated use of District facilities and property.

E. Approved Booster Clubs/ Parent Teacher Organizations

Only an approved parent support group organization may access and use District facilities as a Class I user in accordance with this Policy. To remain approved, an organization must conduct its activities in a manner consistent with the educational mission of District and must follow all operating guidelines required, including but not limited to having sufficient insurance and initiating sufficient security controls regarding funds raised.

F. District Use Conflicts

The District will use its best effort 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.

G. Insurance

Proof of liability insurance with minimum limits of \$1,000,000 shall be required for the use or lease of school property. The District may require that the District and its Board, employees, and agents be named an additional insured under the liability insurance policy during the use of the facilities and property.

H. Rules Applicable to Lessees

The Superintendent may establish requirements to implement use of District facilities and to prevent damage to and preserve District property. If damage to the facilities occurs as the result of the lessee or user, charges shall be assessed to cover the amount of the damage.

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I. Application Process

Initial inquiries for use of school facilities should be made to the appropriate school principal(s) or site administrators to determine if the facility is available and to obtain approval for the application process to move forward. School activities shall always be given preference for use of facilities. Upon approval by the building administrator, the applicant shall obtain a facilities use packet from District's business services Department.

J. Elections

A building principal 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:

1. Space is not available at the school;
2. A disruption of the normal school activities would occur; and/or
3. The safety or welfare of the students would be jeopardized.

Posting of political signs and other electioneering activities shall not be permitted on school property at any time, including on Election Day at school sites used as polling places.

K. Civic Center School Fund

Funds received for and derived from the short-term use or lease of school shall be promptly deposited with the County Treasurer, who shall credit the deposits to the civic center school fund of the District. Monies placed to the credit of a civic center school fund may be expended for civic center school purposes by warrants drawn upon order of the Board or Superintendent.

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3-200 Facilities

© 3-203 Visitors

The Superintendent may establish controls and procedures to monitor who is visiting District property, including use of sign in procedures, name tags, and other control mechanisms. The Superintendent may limit both the number of visitors and the times at which visitors are permitted at District facilities.

Classroom Visits by Parents/Legal Guardians

Parents/legal guardians of students who are enrolled in the District or who wish to enroll their student in a District school or program may schedule a visit, tour and/or observation of the classroom and of the school. Parents may schedule a tour by contacting the building principal of the school that they would like to visit. The District administration shall permit a visit, tour and/or observation unless doing so threatens the health and safety of students or District staff.

The building principal may schedule the time and duration of a visit, tour and/or observation so as to minimize disruption on instruction.

Public Conduct on School Property

The following constitutes interference with or disruption of an educational institution under Arizona's criminal code and under this Policy:

1. Threatening to cause physical injury to any staff or student of the District or any person on the property of the District.
2. Threatening to cause damage to any District property or the property of any employee or student at the District. The threat does not need to be directed at any specific property of the District to be a violation.
3. Intentionally or knowingly refusing to leave the property after being ordered to do so by the Superintendent, building administrator or District employee designated by the Superintendent or building administrator to maintain order.

Interference with or disruption of an educational institution is a criminal act under Arizona law. Visitors on District property must adhere to all legal requirements and use obligations established by the District, including but not limited to prohibitions against bringing alcohol, weapons or drugs onto District property, or use of tobacco or tobacco products, including e-cigarettes, on District property.

Adopted:

Legal Authority:

[A.R.S. § 13-2911](#)

[A.R.S. § 15-341](#)

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APPENDIX A

FACILITY USE REQUEST CHECKLIST

| | Y | N |
|---|--------------------------|--------------------------|
| 1. Have you thoroughly read, completed and signed the Facility Use Agreement Located in Appendix B and will you comply with its terms and conditions? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you thoroughly read and signed the Facility Use Guidelines located in Appendix C and will you comply with its requirements? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you understand that you are responsible to inform all participants of your Organization of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you have the necessary verification of insurance with the minimum limits of \$1,000,000? | <input type="checkbox"/> | <input type="checkbox"/> |
| Determining Class of Usage | | |
| 1. Is the activity that of a District or school related organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily CCUSD Students? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is this activity a School Fundraising Activity where participants pay a fee to participate? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is this activity an Athletic Camp or Program run by District Staff where the participants pay a fee to participate? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily CCUSD Students? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is this activity a youth athletic program operated by a Non-profit organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the organization's membership open to the public? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily CCUSD Students? | <input type="checkbox"/> | <input type="checkbox"/> |

Please include documentation of the above information with your application.

If you answered "yes" to questions 1 through 4, please sign below and return this form to the Facilities & Construction Department along with the signed Facility Use Agreement (Appendix B), Facility Use Guidelines (Appendix C). Usage Class will be determined by your responses above and charges shall be determined prior to final approval of this agreement. All payments must be made in advance of Facility Use. Please make checks payable to **"Cave Creek Unified School District"**.

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If you answered “yes” to questions 1 through 3 and “no” to question 4, you have the option of purchasing the necessary general liability insurance through Arizona School Risk Retention Trust, Inc. If you wish to purchase the insurance, please answer and comply with questions 1 & 2.

Y N

1. Have you completed the General Liability Insurance Questionnaire located in Appendix D of this Facility Use Manual?
2. Did the District compute the amount due and do you have a check or money order made payable to the “Arizona School Risk Retention Trust, Inc.” in that amount?

☐ ☐☐ ☐

Upon completion of questions 1 & 2, please sign below and return this form to the Facilities Services Department along with the signed Facility Use Agreement (Appendix B), Facility Use Guidelines (Appendix C), payment to the District, General Liability Insurance Questionnaire (Appendix D), and a check or money order payable to “**Arizona School Risk Retention Trust, Inc.**”

Please allow up to **four weeks** for delivery of your policy and certificate of insurance. An original certificate of insurance will be mailed to the District in compliance with A.R.S. [15-1105](#) and the Facility Use Agreement.

Signature of Occupant

Date

Printed Name

Organization

Address

City, State & ZIP

Telephone

E-Mail Address of Contact

Cave Creek Unified School District #93

APPENDIX B

FACILITY USE AGREEMENT

BETWEEN

Cave Creek Unified School District #93

and

Organization's Name

1. PARTIES

The parties to this Contract are Cave Creek Unified School District No. 93, hereinafter referred to as "**DISTRICT**", and _____, a Class _____ organization, hereinafter referred to as "**OCCUPANT**".

2. RECITALS

This agreement is made with reference to the following facts:

2.1 DISTRICT has offered to make available to the occupant the following facility or facilities:

2.2 Occupant agrees to use the facility for only the following purposes:

2.3 OCCUPANT represents that the FACILITY will only be used for the stated purpose.

3. USE

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of the FACILITY. OCCUPANT 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 OCCUPANT's use thereof. OCCUPANT shall not use or allow any portion of the FACILITY to be used for any unlawful purpose. OCCUPANT 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. OCCUPANT 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. **OCCUPANT shall not permit any food or drink in any classroom or gymnasium without prior written approval.** OCCUPANT shall not permit smoking on school grounds.

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4. SCHEDULING

OCCUPANT shall schedule each event using the District's Facility Scheduling software at <https://ccusd.gofmx.com>

5. TERM OF AGREEMENT

The term of this agreement shall commence on _____, 20____, and end on _____, 20____, at which time OCCUPANT's rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by the DISTRICT, at its sole discretion.

6. COMPENSATION

OCCUPANT will compensate DISTRICT in advance for use of the FACILITY as follows:
Please make checks payable to "Cave Creek Unified School District".

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 the FACILITY, which insurance shall retain the minimum limits of \$1,000,000 and include the DISTRICT as an additional insured, certificate holder and be primary and non-contributing to any coverage maintained by the DISTRICT. OCCUPANT shall provide the DISTRICT with a certificate evidencing such insurance coverage is in effect.

8. LIABILITY AND INDEMNITY

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, 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.

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to the DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to OCCUPANT's use or occupancy of any portion of the FACILITY from any cause whatsoever, and OCCUPANT hereby waives all claims in respect thereof against DISTRICT. OCCUPANT shall indemnify, defend, and save harmless DISTRICT and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or subcontractors, or arising out of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such laws. OCCUPANT's obligation under this Section 8. shall not extend to any liability caused by the sole negligence of DISTRICT, or its employees. Where both DISTRICT and OCCUPANT, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

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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. The Facilities Use Checklist (Appendix A), Facilities Use Guidelines (Appendix C) and applicable CCUSD Governing Board policies incorporated herein by this reference.

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 termination notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for 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 OCCUPANT's delay in the exercise of any such rights or remedies shall not release OCCUPANT from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of DISTRICT to insist upon strict performance of this Agreement.

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 the FACILITY without the prior written consent of the DISTRICT, which consent may be granted or withheld at the DISTRICT'S sole discretion.

13. DEFAULT

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid by the OCCUPANT 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 the DISTRICT by reason of such failure, whether at law or in equity, the DISTRICT may immediately terminate this Agreement and all rights of the OCCUPANT hereunder.

14. ARBITRATION

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 hereunder.

15. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the 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 the DISTRICT is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the OCCUPANT, in any capacity, or a consultant to the OCCUPANT, with respect to the subject matter of this Agreement.

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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 the OCCUPANT nor any employees or other personnel of the OCCUPANT will for any purpose be considered employees of the District, and with respect to the OCCUPANT and any employees or other personnel of the OCCUPANT, the DISTRICT shall not be responsible in any manner for the supervision, daily direction and control of the OCCUPANT and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for OCCUPANT and any of its employees or other personnel.

18. CLEANING OF FACILITIES / PENALTIES

If OCCUPANT is not paying for direct cleaning expenses, OCCUPANT will then be responsible for cleaning the FACILITY immediately after each use. Field usage OCCUPANTS are responsible for the removal of any and all debris, including, but not limited to, papers, wrappers, water bottles, etc. OCCUPANT shall also be responsible for emptying all trash containers into dumpsters. Failure to comply with this policy will result in the following penalties:

| | |
|------------------------|------------------------|
| FIRST INSTANCE | WRITTEN WARNING |
| SECOND INSTANCE | \$100.00 FINE |
| THIRD INSTANCE | LOSS OF USE |

19. PERIODIC PRE AND POST FACILITY USE ASSESSMENTS

Periodic pre and post use facility assessments shall be conducted to assess rental contract conformance and the quality of care being provided to district facilities during rental periods. The District reserves the right to require facility users to pay for District custodial / site supervision for the duration of each facility use should the Director of Facilities & Construction determine that the terms of the contract are not being met.

20. CANCELLATION OF AGREEMENT

DISTRICT or OCCUPANT may, at anytime, by written notice, cancel this agreement. Upon receipt of such cancellation notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between DISTRICT and OCCUPANT in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

21. CHANGES TO AGREEMENT

The Superintendent and/or Governing Board may make changes to policies governing this agreement without prior notice. Upon said changes, OCCUPANT will be notified by written notice.

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22. AUTHORITY

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

23. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this _____ day of _____ 20____.

24. Concussion Prevention and Education Agreement

Arizona Revised Statute [§15-341](#) [24] requires that Cave Creek Unified School District #93 inform and educate coaches, pupils and parents of the danger of concussions and head injuries and the risk of continued participation in athletic activity after a concussion. This also applies to a group or organization that uses property of facilities owned or operated by a school district for athletic activities.

The policies shall require that the participant who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic activity shall be immediately removed from the athletic event. A coach from the student's team or an official or licensed health care provider may return to play on the same day if a health care provider rules out a suspected concussion at the time the student is removed from play. On a subsequent day, the student may return to play if the student has been evaluated by and receives written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussion and head injuries as prescribed by A.R.S. [15-341](#)

I certify that I have read and understand the rules and guidelines regarding Mild Traumatic Brain Injury (MTBI) and Concussions. I agree to inform and educate the participants, parents, and coaches using the fields and facilities of Cave Creek Unified School District #93 regarding MTBI and Concussions. I agree to have each participant, parent, and coach sign a form indicating they have been informed of the risk of their child participating in the activity, and will keep all forms in a secure location. A copy of a blank form will be submitted with this certification for the District's review.

"DISTRICT"

"OCCUPANT"

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

Director of Facilities and Construction

TITLE: _____

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APPENDIX C

FACILITY USE GUIDELINES

General Safe Practices and Cooperation

While using the District facility, the Occupant shall adopt and follow safe practices in its operations. The Occupant is expected to cooperate with District personnel to ensure a safe site. The Occupant shall clarify with District personnel all safety and security requirements prior to use of the facilities.

Facility Use Guidelines

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. The Occupant shall furnish or require participants to wear appropriate clothing.
3. The Occupant shall observe District vehicle parking guidelines. The Occupant shall not allow any parking in any areas other than designated parking areas. Parking in Bus loops and Fire lanes is strictly prohibited.
4. The Occupant shall maintain all areas used in a clean, well-organized manner.
5. If playground equipment is used, the Occupant shall provide adult supervision of at least one adult for each twenty (20) children using equipment.
6. Any electrical tools, appliances and extension cords used shall be in good condition.
7. All means of access or egress shall be identified and communicated to participants.
8. Occupant shall identify areas where travel **is not** permitted and inform participants.
9. Roadway and sidewalks, to be used, shall be inspected by the Occupant and are to remain clear of obstructions during use.
10. All materials used shall be properly handled, stored or stacked.
11. Occupant shall provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
12. Occupant shall not serve or use liquor, tobacco products or narcotic drugs during use of the facility.
13. Occupant shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
14. Occupant shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB.
15. Occupant shall comply with all applicable requirements of The Arizona Medical Marijuana Act.
16. Occupant shall have a list of emergency agencies and phone numbers available at all times.

Signature

Printed Name

Date

Organization

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APPENDIX D

GENERAL LIABILITY INSURANCE QUESTIONNAIRE

1. Name of Occupant:_____
2. Contact Name:_____ Phone:_____
3. Mailing Address:_____

4. Name and Address of District facility to be used:_____

5. Name and description of event:_____

6. Date of Event:_____
7. Estimated number of participants per day:_____ Number of days:_____
Total participants:_____
8. Is the event indoors or outdoors? _____
If outdoors, will it be fenced? _____
9. Admission price:_____ Estimated gross receipts:_____
10. Are seats temporary or permanent construction? _____
Describe seating provided (i.e. folding chairs, bleachers, etc.): _____

11. Is seating reserved or general admission? _____
12. Is a stage involved? _____ Is it temporary or permanent? _____
13. Number of vendors/trade booths? _____
14. Kinds of goods to be sold? _____
15. Are all goods finished products or are there any on-site demonstration skills (i.e. candle making, cooking, etc.)? _____

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APPENDIX D

GENERAL LIABILITY INSURANCE QUESTIONNAIRE

(Continued)

16. Is temporary lighting or sound involved? _____
If yes, who is responsible for rigging/operation? _____
17. Will Occupant provide ushers? _____
18. Is the purchase of food and/or drink required of participants? _____
19. Are food and/or drink provided by someone other than Occupant? _____
If yes, is a certificate of insurance required of other party (ies)? _____

NOTE: INSURANCE DOES NOT PROVIDE COVERAGE FOR ASSAULT AND BATTERY AND PARTICIPANT'S LIABILITY. OCCUPANT IS RESPONSIBLE FOR THE \$250 PER CLAIMANT DEDUCTIBLE.

OCCUPANT'S REPRESENTATIVE

DISTRICT REPRESENTATIVE

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

Director of Facilities & Construction

DATE: _____

DATE: _____

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APPENDIX E

FEE SCHEDULE

Class I.

School-related, student-centered groups that exist for the sole purpose of contributing to the success of our CCUSD Students such as: **Cave Creek Education Association, Support Staff of Cave Creek, CCUSD Approved Booster Organizations, Parent Teacher Organizations**

Facility users are exempt from paying the hourly rate and any substantial direct expenses, such as custodial cleaning, opening & closing of facilities, security, utilities, etc., if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m...

Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks are subject to all direct expenses, such as open / close and custodial cleaning which is a 2 hour minimum.

Class II.

1) Youth Athletic Programs, Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) acceptance letter) and involve a majority of students from the District such as: Youth Baseball / Softball, Soccer, Basketball, Football, Tennis recreational programs, Boy Scouts, Girl Scouts, Cub Scouts, Brownies

OR

2) Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate. Middle School and High School Athletic tournaments and camps not sanctioned by AIA or those being held outside of their competitive season.

Facility users are exempt from paying the custodial cleaning and opening & closing of facilities fees if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m., but must pay direct utility expenses during all facility use.

Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks are subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), utilities, etc.

Class III.

Groups and organizations that, for the most part do not involve only students from the District and/or will not likely perform educational functions for District students such as: **Churches, Community Colleges, Home Owner Associations, Cultural Organizations, Civic Organizations, Government Organizations, Service Organizations, Extended Day Resource Organizations, Educational Organizations and similar non-profit organizations.**

Class III organizations will be charged for direct expenses in addition to hourly rates.

An estimate of direct expenses will be provided and agreed upon prior to the event.

Cave Creek Unified School District #93

APPENDIX E

FEE SCHEDULE

(Continued)

Class IV.

Commercial or Profit making organizations

Class IV organizations will be charged for direct expenses in addition to hourly rates.

An estimate of direct expenses will be provided and agreed upon prior to the event.

**** STORAGE SPACE / DISTRICT EQUIPMENT SET UP ****

The periodic or long term use of district owned space and / or equipment cannot be given, loaned, donated or granted to any individual, association, or corporation, in accordance with Article 9, Chapter 7 of the Arizona Constitution, commonly referred to as the "Gift Clause".

A fair market rate / fee will be established for all periodic or long term use of district owned space and / or equipment being used by any and all parties to this agreement.

District owned equipment shall be set up and taken down by District staff and the direct expense rates for Maintenance / Grounds personnel shall apply.

Cave Creek Unified School District #93

| Class I Hourly Rental Rates | | |
|---|-------------|--------------------------|
| FACILITY | Rate | DIRECT EXPENSES |
| Classrooms / General Education Spaces | *No Charge | Open / Close , Custodial |
| Specialty Classrooms (Wrestling, Dance, Art, Band) | *No Charge | Open / Close, Custodial |
| Lecture Hall | *No Charge | Open / Close, Custodial |
| Library / Media | *No Charge | Open / Close, Custodial |
| Exterior Restrooms | *No Charge | Open / Close / Custodial |
| Cafeteria / Multipurpose (no kitchen use) | *No Charge | Open / Close, Custodial |
| Weight Room | *No Charge | Open / Close, Custodial |
| Locker Rooms | *No Charge | Open / Close, Custodial |
| Gymnasiums (all) | *No Charge | Open/Close/Custodial |
| Outside Basketball Courts | *No Charge | Open/Close/Custodial |
| Tennis Court (Day time Use) | *No Charge | Open / Close, Custodial |
| Tennis Courts (Night Use) | *No Charge | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Day time Use) | *No Charge | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Night time Use) | *No Charge | Open / Close, Custodial |
| Multi-Purpose / Baseball / Softball Fields (Days) | *No Charge | Open/Close/Custodial |
| Multi-Purpose / Baseball / Softball Fields (Night) | *No Charge | Open / Close / Custodial |
| Parking Lots | *No Charge | N/A |

Direct expense / rental rates are as follows:

- Custodian (open/close, trash & cleaning) \$30.00/ hour, 2 hour minimum

Transportation Services

Driver - \$30.00/hour
 Bus - \$3.00/mile
 White Fleet bus - \$2.25/mile

Transportation is a separate fee from the Facility Rental Fees. If you need more details or have specific questions about transportation pricing, you can reach out to them directly at the provided number, 480-575-2080. They should be able to assist you with any inquiries or concerns you have regarding their pricing structure and billing processes.

Cave Creek Unified School District #93

| Class II Hourly Rental Rates | | |
|--|---------|--------------------------|
| FACILITY | Rate | DIRECT EXPENSES |
| Classrooms / General Education Spaces | \$12.00 | Open / Close , Custodial |
| Specialty Classrooms (Wrestling, Dance, Art, Band) | \$24.00 | Open / Close, Custodial |
| Lecture Hall | \$54.00 | Open / Close, Custodial |
| Library / Media | \$42.00 | Open / Close, Custodial |
| Exterior Restrooms | \$5.00 | Open / Close / Custodial |
| Cafeteria / Multipurpose (no kitchen use) | \$42.00 | Open / Close, Custodial |
| Weight Room | \$42.00 | Open / Close, Custodial |
| Locker Rooms | \$12.00 | Open / Close, Custodial |
| Gymnasiums (all) | \$52.00 | Open/Close/Custodial |
| Outside Basketball Courts | \$5.00 | Open/Close/Custodial |
| Tennis Court (Day time Use) | \$12.00 | Open / Close, Custodial |
| Tennis Courts (Night Use) | \$18.00 | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Day time Use) | \$36.00 | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Night time Use) | \$60.00 | Open / Close, Custodial |
| Multi-Purpose / Baseball / Softball Fields (Days) | \$12.00 | Open/Close/Custodial |
| Multi-Purpose / Baseball / Softball Fields (Night) | \$24.00 | Open / Close / Custodial |
| Parking Lots | \$5.00 | N/A |

Direct expense / rental rates are as follows:

- Custodian (open/close, trash & cleaning) \$30.00 / hour, 2 hour minimum

***Individual / Non-seasonal Event** – Camps, Tournaments, Registration Events, Speed & Agility Training.

*****Cancellation Rule-***** If cancellation is completed 6 days prior to the time of the event, the facility, utility, and custodial charges will be waived. If such cancellation is not given, the User Group will be held responsible for all charges.

Transportation Services

Driver - \$35.00/hour

Bus - \$3.00/mile

Transportation is a separate fee from the Facility Rental Fees. If you need more details or have specific questions about transportation pricing, you can reach out to them directly at the provided number, 480-575-2080. They should be able to assist you with any inquiries or concerns you have regarding their pricing structure and billing processes.

Cave Creek Unified School District #93

| Class III Hourly Rental Rates | | |
|--|----------|--------------------------|
| FACILITY | Rate | DIRECT EXPENSES |
| Classrooms / General Education Spaces | \$29.00 | Open / Close , Custodial |
| Specialty Classrooms (Wrestling, Dance, Art, Band) | \$52.00 | Open / Close, Custodial |
| Lecture Hall | \$74.00 | Open / Close, Custodial |
| Library / Media | \$57.00 | Open / Close, Custodial |
| Exterior Restrooms | \$10.00 | Open / Close / Custodial |
| Cafeteria / Multipurpose (no kitchen use) | \$82.00 | Open / Close, Custodial |
| Weight Room | \$77.00 | Open / Close, Custodial |
| Locker Rooms | \$19.00 | Open / Close, Custodial |
| Gymnasiums (all) | \$146.00 | Open/Close/Custodial |
| Tennis Court (Day time Use) | \$19.00 | Open / Close, Custodial |
| Tennis Courts (Night Use) | \$30.00 | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Day time Use) | \$51.00 | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Night time Use) | \$90.00 | Open / Close, Custodial |
| Multi-Purpose / Baseball / Softball Fields (Days) | \$20.00 | Open/Close/Custodial |
| Multi-Purpose / Baseball / Softball Fields (Night) | \$32.00 | Open / Close / Custodial |
| Parking Lots | \$5.00 | N/A |

Direct expense / rental rates are as follows:

- Custodian (open/close, trash & cleaning) \$30.00 hour, 2 hour minimum

******Cancellation Rule*****If cancellation is completed 6 days prior to the time of the event, the facility, utility, and custodial charges will be waived. If such cancellation is not given, the User Group will be held responsible for all charges.

Transportation Services

Driver - \$40.00/hour

Bus - \$3.50/mile

Transportation is a separate fee from the Facility Rental Fees. If you need more details or have specific questions about transportation pricing, you can reach out to them directly at the provided number, 480-575-2080. They should be able to assist you with any inquiries or concerns you have regarding their pricing structure and billing processes.

Cave Creek Unified School District #93

| Class IV Hourly Rental Rates | | |
|--|----------|--------------------------|
| FACILITY | Rate | DIRECT EXPENSES |
| Classrooms / General Education Spaces | \$37.00 | Open / Close , Custodial |
| Specialty Classrooms (Wrestling, Dance, Art, Band) | \$64.00 | Open / Close, Custodial |
| Lecture Hall | \$89.00 | Open / Close, Custodial |
| Library / Media | \$67.00 | Open / Close, Custodial |
| Exterior Restrooms | \$15.00 | Open / Close / Custodial |
| Cafeteria / Multipurpose (no kitchen use) | \$112.00 | Open / Close, Custodial |
| Weight Room | \$102.00 | Open / Close, Custodial |
| Locker Rooms | \$22.00 | Open / Close, Custodial |
| Gymnasiums (all) | \$159.00 | Open/Close/Custodial |
| Tennis Court (Day time Use) | \$52.00 | Open / Close, Custodial |
| Tennis Courts (Night Use) | \$73.00 | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Day time Use) | \$56.00 | Open / Close, Custodial |
| Varsity Stadium - Football/Track/Soccer & Baseball Fields (Night time Use) | \$110.00 | Open / Close, Custodial |
| Multi-Purpose / Baseball / Softball Fields (Days) | \$52.00 | Open/Close/Custodial |
| Multi-Purpose / Baseball / Softball Fields (Night) | \$74.00 | Open / Close / Custodial |
| Parking Lots | \$5.00 | N/A |

Direct expense / rental rates are as follows:

- Custodian (open/close, trash & cleaning) \$30.00 / hour, 2 hour minimum

*****Cancellation Rule*****- If cancellation is completed 6 days prior to the time of the event, the facility, utility, and custodial charges will be waived. If such cancellation is not given, the User Group will be held responsible for all charges.

Transportation Services

Driver - \$40.00/hour

Bus - \$3.50/mile

Transportation is a separate fee from the Facility Rental Fees. If you need more details or have specific questions about transportation pricing, you can reach out to them directly at the provided number, 480-575-2080. They should be able to assist you with any inquiries or concerns you have regarding their pricing structure and billing processes.

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule

Non-Profit

Fees include general custodial services that do not exceed 4 man-hours, 1 microphone, tables and chairs (not to include rental table and chairs that user chooses to bring in).

| Theatre (430 Seats) | Daily Rate |
|---|-------------------|
| Standard Rental | \$695.00 |
| Meeting Rental | \$340.00 |
| Additional Performance Fee | \$500.00 |
| Black Box Theater (150 Seats) | |
| Standard Rental | \$350.00 |
| Meeting Rental | \$220.00 |
| Additional Performance | \$250.00 |
| Amphitheater (150 Seats plus Standing) | |
| Standard Rental | \$165.00 |
| Social Event or Meeting | \$100.00 |
| Performance | \$165.00 |
| Lobby | |
| Art Exhibit | \$150.00 |

THERE ARE EXTRA CHARGES FOR TECHNICAL CREW, STAGE CREW, SPECIAL EQUIPMENT AND CUSTODIAN. ANY OUTSIDE TECHNICAL CREW IS SUBJECT TO THE APPROVAL OF THE CENTER STAFF BEFORE "LOAD IN" BEGINS. ANY AND ALL RENTALS OF THE FINE ARTS CENTER REQUIRE AT LEAST ONE FINE ARTS CENTER TECHNICIAN TO BE IN THE BUILDING AT ALL TIMES AT THE RENTER'S EXPENSE. THERE IS A PENALTY FEE OF \$200 IF EVIDENCE OF FOOD, GUM OR DRINKS IS FOUND IN THE THEATER PROPER.

| Additional Rental Options | Charged once per rental |
|----------------------------------|--------------------------------|
| Load-in | \$100.00 |
| Supplemental Cleaning Fee | \$225.00 |
| Marley Floor | \$300.00 |

| Additional Equipment | Daily Rate |
|------------------------------------|--|
| Grand Piano | \$200.00 (tuning by approved tuner at expense of the client) |
| Upright Piano | \$75.00 (tuning by approved tuner at expense of the client) |
| Mic (Additional Handheld Wireless) | \$25.00 |
| Video Projector Package | \$200.00 |
| Microphone Body/Lapel Wireless) | \$50.00 |

| Staff | Hourly Rate |
|-------------------------------|--------------------|
| Head Technician/House Manager | \$35.00 |
| Technician | \$30.00 |
| Student Technician | \$25.00 |
| Custodian | \$25.00 |

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule

For Profit

See the definitions page for a description of the various types of rentals and what is included in each rental.

| Main Theatre (430 Seats) | Daily Rate |
|---|-------------------|
| Standard Rental | \$995.00 |
| Meeting Rental | \$485.00 |
| Additional Performance Fee | \$800.00 |
| Black Box Theater (150 Seats) | |
| Standard Rental | \$475.00 |
| Meeting Rental | \$330.00 |
| Additional Performance | \$400.00 |
| Amphitheater (150 Seats plus Standing) | |
| Standard Rental | \$220.00 |
| Meeting | \$125.00 |
| Lobby | |
| Art Exhibit | \$250.00 |

THERE ARE EXTRA CHARGES FOR TECHNICAL CREW, STAGE CREW, SPECIAL EQUIPMENT AND CUSTODIAN. ANY OUTSIDE TECHNICAL CREW IS SUBJECT TO THE APPROVAL OF THE CENTER STAFF BEFORE "LOAD IN" BEGINS. ANY AND ALL RENTALS OF THE FINE ARTS CENTER REQUIRE AT LEAST ONE FINE ARTS CENTER TECHNICIAN TO BE IN THE BUILDING AT ALL TIMES AT THE RENTER'S EXPENSE. THERE IS A PENALTY FEE OF \$200 IF EVIDENCE OF FOOD, GUM OR DRINKS IS FOUND IN THE THEATER PROPER.

| Additional Rental Options | Charged once per rental |
|----------------------------------|--------------------------------|
| Load-in | \$150.00 |
| Supplemental Cleaning Fee | \$250.00 |
| Marley Floor | \$300.00 |

| Additional Equipment | Daily Rate |
|------------------------------------|--|
| Grand Piano | \$200.00 (tuning by approved tuner at expense of the client) |
| Upright Piano | \$75.00 (tuning by approved tuner at expense of the client) |
| Mic (Additional Handheld Wireless) | \$25.00 |
| Video Projector Package | \$200.00 |
| Microphone Body/Lapel Wireless) | \$50.00 |

| Staff | Hourly Rate |
|-------------------------------|--------------------|
| Head Technician/House Manager | \$35.00 |
| Technician | \$30.00 |
| Student Technician | \$25.00 |
| Custodian | \$25.00 |

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule **Definitions and Special Fees**

Standard Rental

Up to 8 hours of rental me including: no more than one performance, up to 4 wireless handheld microphones, FAC owned tables and chairs, customizable lighting, sound/audio playback. Additional hours (beyond 8) or additional performances (beyond 1) will incur the related fees as outlined on the fee schedule/invoice.)

Meeting Rental

Up to 4 hours of rental me including: no more than one event, up to 4 wireless handheld microphones, FAC owned tables and chairs, general non-customizable lighting, projector, sound/audio playback. Additional hours (beyond 4) or additional events (beyond 1) will incur the related fees as outlined on the fee schedule/invoice.)

Load In

Up to 3 hours of additional rental me on the first day of rental for setup of equipment or unloading of supplies.

Included Equipment

All rentals include general custodial services, four handheld wireless microphones, FAC owned tables and chairs.

Overtime Fee

Assessed for all rentals that exceed the 8 hour standard rental period or 4 hour meeting rental period.

Additional Performance Fee

Assessed for all rentals that exceed the 1 performance per standard rental period or 1 event per meeting rental period.

Building Close Time

It is the named renter's responsibility to ensure that all of their participants (including audience members) have vacated the FAC prior to departure. No renter may occupy the FAC beyond 11:59 PM.

Marley Dance Floor

The Marley dance floor is a Harlequin Floors - Harlequin Reversible Black/Grey 10m floor. There are 5 panels that can cover from the edge of the stage to cyclorama. The Marley dance floor is not intended for heavy tap/percussive dance performances but may be use for light or periodic tap.

Wireless Body Microphone

The wireless body microphones are rented per microphone and include the following: 1 wireless transmitter, 1 working element, 1 elastic microphone belt, 2 rechargeable AA batteries. It is the renter's responsibility to return each of these components in working order. To rent and use these microphones and Head Technician must be hired.

As-is rentals

Certain areas that are not rented nor included in the fee of a rental are provided "as-is." These spaces are provided at the approval of the FAC manager and may only be used in the condition in which they are provided and are to be used primarily as staging areas. These areas are limited to: the black box, lobby and amphitheater. If a rental requires technical needs or intends to perform for an audience in an "as-is" space, they must request and pay the associated rental fee for that space.

Grand Piano

The 7' Mason & Hamlin, Model BB, Black Recital Hall Grand Piano is available for use at the approval of the FAC Manager. Rental of the Grand Piano will incur an additional tuning fee at the current tuning rate (approx. \$150.00) that is to be paid by the renter.

Cave Creek Unified School District #93

(Continued)

Projector Package Rental Fee

The projector package includes the use of a projector and projector screen, a supported laptop and necessary cables as well as a wireless clicker. The projector is included as a meeting rental but is supplemental for a standard rental.

Supplemental Cleaning Fee

This fee will be assessed after load out and included on the final invoice if traces of food/gum/drinks are found within the theater.

Student Technician

Available to run the light board, sound board or as a stagehand/curtain operator. Can also be used to operate a follow spot. May operate the fly system with technician approval and proper training. Student Technicians are only available to work if a Technician or Head Technician is also hired.

Technician

Available to run the light board, sound board or as a stagehand. Can also be used to operate a follow spot. May operate the fly system. May be hired in order to also hire a student technician.

Head Technician

Available to run the light board, sound board or as a stagehand. Can also be used to operate a follow spot. May operate the fly system. Must be hired for at least the first rental day if wireless body/lapel mics are rented. May be hired in order to also hire a student technician.

House Manager

On certain occasions a House Manager may be required by the FAC at the renter's expense. The House Manager may oversee basic building operations as well as any task deemed necessary for safety of staff, performers or audiences as well as protection of the building and its assets.

Rigging/Fly System

The FAC fly system may only be operated by trained FAC technicians or other building personnel. No renter may operate the fly system nor rig/hang lights, sound equipment, scenery or any other equipment without prior consent from the FAC Manager as well as assistance from a FAC Technician or authorized personnel.