

**TO PROVIDE AN ENVIRONMENT THAT GUARANTEES
ALL STUDENTS LEARN AT A HIGH LEVEL**



FACILITY USE HANDBOOK

JULY 1, 2024 – JUNE 30, 2025

Board Approved April 29, 2024

LIBERTY ELEMENTARY SCHOOL DISTRICT No. 25

**19871 W. Fremont Road
Buckeye, AZ 85326
(623) 474-6600
Fax (623) 474-6629**

TABLE OF CONTENTS

| | |
|---|----|
| Introduction..... | 1 |
| Facility Use for Political Purposes..... | 1 |
| Risk Assessment Evaluation..... | 1 |
| Application Procedure..... | 1 |
| School Facilities User Fees | 3 |
| Facility Use Guidelines | 5 |
| Facility Use General Liability Questionnaire | 7 |
| Facility Use Request Form | 9 |
| Facility Use Offer of Goods and Services | 11 |
| Facility Use Agreement (for extended use only)..... | 12 |
| Prospective Occupant Checklist | 18 |
| Emergency Numbers Sheet..... | 19 |
| Appendix A: Additional Information on Third-Party Liability Insurance | 20 |
| Appendix B: Sample Events and Their Facility Use Hazard Classification..... | 21 |

INTRODUCTION

District-owned facilities may be made available for public use pursuant to Arizona Revised Statutes § 15-1105. The Governing Board adopted the spirit and intent of this public law in making the District facilities available to the public. In doing so, however, the district cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations. When districts decide to make school facilities available to the public, therefore, a process for compliance with state statute should be in place.

Three key elements of a successful facility use program – compliance with restrictions on facility use for political purposes; a risk assessment evaluation; and an application procedure-are discussed below.

FACILITY USE FOR POLITICAL PURPOSES

Arizona Revised Statutes §15-511 governs the use of school district resources or employees for purposes of influencing election outcomes. The Arizona Attorney General has also issued guidelines that should be consulted before permitting the use of school property for any political purpose. These guidelines can be viewed here: <https://goo.gl/53u3XF>.

RISK ASSESSMENT EVALUATION

Before considering public use of a district facility, a risk assessment evaluation should take place. This should include: (1) a walk-through of the facility, permitting the district and the applicant to evaluate potential risk to event attendees and to the district as a result of the event; (2) location of any available emergency equipment shown to applicant; and (3) distribution and, as necessary, discussion of a set of guidelines designed to promote safe facility use. The guidelines should alert applicants to their responsibility to maintain a safe environment for the event and to protect the district facility. (See Facility Use Guidelines and Appendix B, Sample Events and Their Facility Use Hazard Classification.)

APPLICATION PROCEDURE

When a prospective occupant requests the use of a facility, the district and prospective occupant should complete the following steps.

Step 1: Provide occupant with handbook

At least *10 business days* prior to the date of the event, the Principal of the campus or their designee should give the occupant a copy of this handbook and have the occupant follow the procedures outlined herein.

Step 2: Verify completion of necessary paperwork

After the occupant has had adequate time to review the handbook, the Principal of the campus or its designee should verify that the following have been reviewed, completed, signed, and returned:

- Facility Use Guidelines,
- Facility Use General Liability Questionnaire,
- Facility Use Request;
- Facility Use Offer of Goods and Services (if applicable);
- Facility Use Agreement, and
- Prospective Occupant Checklist.

If approved, the Principal should then sign and date the completed Facility Use Agreement. The Principal is responsible for notifying the applicant of the approval, conditions (if any) imposed or denial of approval and reasons. If cost is involved, an invoice is processed specifying the fees and conditions. Payment of the fees is to be received in advance. Any costs overruns for usage, services, or equipment will be billed to the user.

All liability insurance is to be secured by the applicant, with evidence being sent to the District Office one (1) week before the date of the use. If the occupant is able to provide evidence of liability coverage, no further action is required by the district. However, the district should retain all information for Trust review in the event a claim occurs in conjunction with the use of the facility.

If the occupant is unable to provide evidence of liability coverage, the occupant must complete Step 3.

Step 3: Purchase liability coverage

Arizona Revised Statutes §15-1105 requires that occupants provide evidence of liability coverage to the district prior to facility use. Should the occupant not have the necessary coverage, it may be purchased through Intact Insurance (GatherGuard). The GatherGuard program provides low-cost general liability insurance to third-party users of various venues and facilities. This coverage is designed to protect both the facility user and the facility itself against claims based on injury or lost property as a result of the event. For additional details on the purchase of general liability insurance through Intact Insurance, please see Appendix A, Additional Information on Third-Party Liability Insurance. This information is provided as a courtesy to users and does not imply endorsement by the District.

Please note: Insurance must be purchased at least one week before the scheduled facility use.

The Principal or designee will send a copy of request forms along with a copy of the liability insurance certificate to the District Office.

The District has established a Facility Use Handbook to provide guidance. All applicants must make themselves familiar with this handbook. There are several documents in the handbook that must be acknowledged by a signature.

COMMUNITY USE OF SCHOOL FACILITIES

SCHOOL FACILITIES USER FEES

| | | |
|--|-------------|--|
| Class IA School-sponsored activities School clubs Extended day resource programs | Fees | No charge for District Mission related use. Teacher/Support Staff organizations P.T.A. / P.T.O. Organizations |
|--|-------------|--|

| | | |
|---|-------------|------------------|
| Class IB <u>Non-profit:</u> Youth / Athletic / Recreational / Cultural programs | Fees | See below |
|---|-------------|------------------|

| | | |
|--|-------------|---|
| Class II Community college Community concerts Churches Recitals Cultural organizations | Fees | See below Civic organizations Educational organizations Government organizations Service organizations |
|--|-------------|---|

| | | |
|---|-------------|------------------|
| Class III Commercial or profit-making organizations | Fees | See below |
|---|-------------|------------------|

| Facility Use Fee Schedule | Class IB | Class II | Class III |
|--|-----------------|------------------------------|------------------------------|
| Classroom-Standard | \$5 per hour | \$10 per hour (*Min 3 Hours) | \$20 per hour (*Min 3 Hours) |
| Computer lab/ specialized classroom | \$7 per hour | \$15 per hour (*Min 3 Hours) | \$30 per hour (*Min 3 Hours) |
| Gymnasium/ Multipurpose Building (Does Not Include Kitchen) | \$15 per hour | \$35 per hour (*Min 3 Hours) | \$70 per hour (*Min 3 Hours) |
| Mike Kennedy Field w/o lights | \$10 per hour | \$15 per hour | \$30 per hour |
| Mike Kennedy Field w/lights | \$20 per hour | \$40 per hour | \$80 per hour |
| JRDF Board Room | \$10 per hour | \$20 per hour (*Min 3 Hours) | \$40 per hour (*Min 3 Hours) |

*Minimum Hours Cumulative Per Week

Special Equipment (for use with facility rental only, not to be rented separately)

| | |
|---|--------------|
| LCD Projector (existing ceiling mounted only, not available in all areas) | \$25 per day |
| Portable PA System | \$25 per day |
| Podium with Microphone | \$10 per day |

Storage Space

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.

Additional Cleaning Requirements:

- Additional hourly custodial fees may be added per the personnel fees listed below as referenced in the Facility Use Guidelines for required cleaning/disinfecting of used facilities.

Notes:

- All fees are only to recoup actual district costs associated with facility use. · An air conditioning/heating startup expense may be added to the cost if the event is on a day or time when the system is normally off.
- Payment must be made prior to use of the facility.
- Fees do not reflect additional charges for personnel (custodian, grounds person, etc.). · Fees for “other” facilities may be determined by the Superintendent or the Superintendent’s designee.
- The Superintendent or designee has the authority to waive user fees.
- Equipment fees are on a per use basis.
- School district personnel must verify and document the condition of equipment at both beginning and end of facility use.
- If school programs or calendars change, the school program shall take priority, even if the community group activity has been scheduled. Every effort will be made to reschedule the community group activity.
- The school will be financially compensated (at current repair/replacement costs) for the repair or replacement of any equipment damaged or lost by the user.

Personnel

| | |
|-----------------------|-----------------------------|
| Custodian | Fee \$20 per hour |
| Grounds Person | \$30 per hour |
| Technology Technician | \$30 per hour |

Goods and Services Contributed

A person, group or organization may contribute goods or render services as full or partial payment of the user fee. The value of the goods will be determined by the District based upon established market price, trade in value, posted prices or where these methods prove impractical, appraisal or barter may be employed so long as the procedure is advantageous to the District. The value of services rendered shall be based upon the hourly wages of a beginning employee of this or another Arizona School District performing similar functions as determined by the District. Should disagreement between the contributor and the District occur as to the value of the goods or services offered, the District reserves the right to refuse to accept the offer.

If goods or services are being offered:

- The Offer of Goods and Services section of the Facility Use Request Form must be completed and approved.
- The school or site receiving the offer of goods and services must complete the District Gifts and Donations Form and submit to the Governing Board for approval.
- All approvals for goods and services must be approved prior to the facility use occurring.
- The District-determined value of the goods or services must, at minimum, meet the cost of the facility use.
- The approved value of goods or services may only be applied on an annual fiscal year basis and will not carry forward to following years.
- Approved goods or services can only be considered as payment on the campus for which the facility use was requested.
- The approved goods or services are not transferable between campuses.

Facility Use Guidelines

General Safe Practices

The occupant shall adopt and follow safety measures during its operations at the district facility.

Cooperation

The occupant is expected to cooperate with district personnel to promote safe operations. The occupant should review the specific facility use guidelines below, and any additional safety and security recommendations, with district personnel prior to use of the facilities.

Facility Use Guidelines

Facility use shall be conducted in compliance with all applicable statutes, rules, and regulations, and with district policy. The District reserves the right to cancel any Facility Use to comply with public health requirements.

The occupant shall require participants to wear appropriate clothing for the event, and shall furnish such clothing if necessary.

The occupant shall observe district vehicle parking guidelines. The occupant shall not allow any parking in areas marked with red, indicating a fire lane.

The occupant shall maintain all occupied facility areas in a clean, well-organized manner.

If playground equipment is used, the occupant shall provide adult supervision of at least one adult for every 20 children using equipment.

If the property (or premises) will be used for an athletic activity, the occupant shall comply with the requirements of A.R.S. Section 15-341(A)(24) regarding concussions and head injuries.

Any electrical tools, appliances, or extension cords used by the occupant shall be in good condition. Extension cords are to be taped to the floor to avoid a trip hazard.

All means of access or egress shall be identified by the occupant and communicated to participants.

The occupant shall identify and inform participants of any areas in which travel is not permitted.

Roadways and sidewalks to be used shall be inspected by the occupant and must remain clear of obstructions during use.

All materials used shall be properly handled, stored, or stacked.

The occupant shall provide signs and markers necessary to inform participants of rules and maintain the facility in a safe manner.

The occupant shall not smoke, nor serve or use alcohol or narcotic drugs, during use of the facility, with the exception of the consumption of alcohol if permitted by the district, subject to the district's policies and procedures.

The occupant shall maintain a list of emergency agencies and phone numbers at all times.

The occupant shall be aware of the location of any available emergency equipment.

The occupant shall provide adequate supervisory personnel to ensure that the foregoing guidelines are implemented and followed during facility use.

Occupant (organization) name: _____

Occupant contact name (print): _____

Occupant contact signature: _____ Date: _____

Facility Use General Liability Questionnaire

Facility: Arizona School Risk Retention Trust, Inc. (0524)

District: Liberty Elementary School District No.25

1. Name of occupant: _____
2. Occupant contact name: _____ Phone: _____
3. E-mail address: _____
4. Mailing address: _____
5. City: _____ State: _____ Zip: _____
6. Name and address of specific school facility/location to be used: _____

7. Name and description of event: _____
8. Have you held this event before? _____
9. If yes, were there any losses or claims? _____
10. Will there be armed private security at this event or activity (not including police officers who are on or off duty)? _____
11. Date(s) of event: _____ Number of days: _____
12. Beginning time of event: _____ Ending time of event: _____
13. Average number of participants/attendees per day: _____
14. Is the event indoors or outdoors? (Circle one.) If outdoors, will it be fenced? _____
15. Admission price: _____ Estimated gross receipts: _____
16. Are seats temporary or permanent construction? Describe seating provided (e.g., folding chairs, bleachers, etc.): _____
17. Is seating reserved or general admission? _____
18. Do you require liquor liability coverage? _____
19. Number of exhibitors who do not sell products or services and who will not provide their own insurance? _____

20. Number of concessionaires who sell non-food products or services and who will not provide their own insurance? _____
21. Number of concessionaires who sell food products and who will not provide their own insurance? _____
22. Number of attractions (performer, etc.) who will not provide their own insurance? _____
23. Is a stage involved? _____ If yes, is it temporary or permanent? _____
24. Is temporary lighting or sound involved? _____ If yes, who is responsible for rigging/operation? _____
25. Will the occupant provide ushers? _____
26. Is the purchase of food and/or drink required of participants? _____

Occupant contact signature: _____ Date: _____

Occupant contact name (print): _____

Occupant contact title (print): _____

District representative signature: _____ Date: _____

District representative name (print): _____

District representative title (print): _____

NOTE: OCCUPANT IS RESPONSIBLE FOR ANY APPLICABLE INSURANCE DEDUCTIBLE

**FACILITY USE REQUEST FORM
COMMUNITY USE OF SCHOOL FACILITIES**

Date: _____

Please Mark School Site

- Liberty Elementary School
- Rainbow Valley Elementary School
- Freedom Elementary School
- Las Brisas Academy
- Estrella Mountain Elementary School
- Westar Elementary School
- Blue Horizons Elementary School
- Jerry Rovey District Facility

Name of Organization: _____

Billing Address: _____ City: _____ Zip: _____

Phone number: _____ Fax number: _____

Responsible party name: _____

E-mail Address: _____ Cell Phone: _____

Purpose of use: _____

Type of Space Requested:

- Classroom(s)
- Computer Lab/Specialized Classroom
- Gymnasium/Multi-purpose Building
- Mike Kennedy Field without Lights
- Mike Kennedy Field with Lights
- Jerry Rovey District Facility Boardroom
- Outdoor Playfield
- Parking Lot Only
- _____

Date(s) of use: _____
Month Day(s) Year

Starting time: _____ Ending time: _____

Admission charge: Yes No

The rental fees will include additional custodial or school personnel services, utility costs, and equipment usage fee, if applicable.

Two (2) people the District may contact, if necessary, are:

Name: _____ Name: _____

Address: _____ Address: _____

Phone: _____ Cell: _____ Phone: _____ Cell: _____

- This request shall be submitted at least ten business days prior to the requested date(s)
- Rental fee is payable in advance.
- Furnish proof of liability insurance for the use or lease of school property, pursuant to A.R.S. [15-1105](#).
- The undersigned user of school facilities hereby agrees to:
 - Assume full responsibility for loss or damage to District property resulting from such use.
 - Assume full responsibility for personal injury sustained by any person as a result of such use and waive all District liability.

We agree to become familiar with and abide by the printed rules and regulations of the District concerning the public use of school facilities and conduct on school grounds.

Signature of responsible party _____ Date _____

Note: All requests for use of property and/or equipment must be initiated with the campus principal to be involved in authorizing campus-level approval. In order to avoid conflict in use, please submit all requests at least ten business days prior to date of requested usage.

For School/District Use Only

Base charge of facility to be used \$ _____

Additional charges \$ _____

*Applicant acknowledgement of Fees

Total \$ _____

Applicant signature _____

Classification of user (circle one): I II III

If Applicable, Facility Use Offer of Goods and Services section completed (please initial) _____

Your application for school building usage has been:

Building/School Action: _____ Recommended _____ Not Recommended for Approval

Principal: _____ Date _____

District I Action: _____ Recommended _____ Not Recommended for Approval

Business Administrator: _____ Date _____

- Custodial services needed
- Special equipment needed:
 - Audiovisual equipment
 - Stage equipment
 - Special school personnel
- Custodial services
 - Open building
 - Close building
 - Extra time needed for extra cleanup needed _____
 - Custodial time needed to set up _____
 - Total hours: _____

Board Approval: April 29, 2024

Effective Date: July 1, 2024

FACILITY USE OFFER OF GOODS AND SERVICES

(Complete Only If Applicable)

Name of organization: _____

Value of goods offered: \$ _____

(Must attach verification i.e. receipts from purchase.)

Value of services provided: \$ _____

(Must attach a list of persons providing services, type of service provided, dates and hours of service, calculation of value based on LESD Salary Schedule for beginning employees providing same/similar services with an explanation of how the value was calculated.)

The District reserves the right to recalculate the value of goods and services provided and shall provide notice to the user of any changes.

For School/District Use Only

Total cost of use as calculated by the School/District according to the approved User Fees:

\$ _____

Gifts & Donations Form completed _____

Date approved by school site _____

Date approved by Maintenance _____

Date approved by District _____

Date approved by Governing Board _____

**ARIZONA SCHOOL RISK RETENTION TRUST, INC.
FACILITY USE AGREEMENT BETWEEN**

District name: LIBERTY ELEMENTARY SCHOOL DISTRICT

AND

Name of organization using Facility: _____

1. PARTIES

The parties to this agreement (the "Agreement") are Liberty Elementary School District, hereinafter referred to as "District", and _____, hereinafter referred to as "Occupant."

2. RECITALS

This Agreement is made based upon the following facts:

2.1 Occupant has requested that District make available the _____ ("Facility") to be used by Occupant for occasional use as a/an _____.

2.2 Occupant represents that Facility will only be used for the purpose so stated.

3. USE

When using Facility or any portion thereof, Occupant agrees to comply with all applicable federal, state, and municipal laws and regulations; health department regulations or mandate; and with the policies and regulations of the District pertaining to the use and occupancy of Facility. Occupant agrees to take good care of Facility and any equipment and furniture located therein, and to leave Facility at all times in as good order and condition as existed prior to Occupant's use thereof. Occupant shall not use or allow any portion of Facility to be used for any unlawful purpose. Occupant shall not commit or allow to be committed any waste or nuisance in or about Facility, or subject Facility to any use that would damage any portion of Facility or raise or violate any insurance coverage maintained by District. Occupant shall not allow a number of persons in any portion of Facility at any time in excess of the legal or normal capacity of such portion of Facility. Occupant shall not permit any food, drink, or smoking in any portion of Facility without the prior written consent of the District. Occupant agrees that District has not agreed and will not agree to warrant the suitability or safety of Facility or any of Facility's contents for the uses

intended by Occupant, such that Occupant accepts full responsibility therefore. Occupant agrees to occupy the building "as is" and is wholly responsible for the health and safety of all Facility attendees. If the property (or premises) will be used for an athletic activity, Occupant shall comply with the requirements of A.R.S. Section 15-341(A)(24) regarding concussions and head injuries.

4. KEY AND REKEYING

If a key is issued to the Occupant for access to the Facility, and the key is lost by the Occupant or any person given the key by the Occupant, the Occupant is responsible for, and will pay in full, the cost of rekeying all locks that could be opened by that key, and the cost of replacing all keys required to be replaced as a result of the loss of the key.

5. SCHEDULING

Occupant shall schedule by written notice to the District to:

Name: _____

Address: _____

City, State Zip: _____

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

Name: _____

Phone: _____

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

6. TERM

The term of this Agreement shall commence on _____ and end on _____, at which time Occupant's rights to use the Facility under this Agreement shall automatically expire unless otherwise extended by District in its sole and absolute discretion. Notwithstanding the foregoing, District shall have the right to terminate this agreement in its discretion upon at least thirty (30) days written notice to Occupant.

7. COMPENSATION

Occupant will compensate District for use of Facility as follows:

8. INSURANCE

Pursuant to A.R.S. Section 15-1105 *et seq.*, Occupant agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with Occupant's use of any portion of Facility and/or Facility's contents, which insurance shall name District as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of District. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence. Occupant shall provide District with a certificate evidencing that such insurance coverage is in effect.

9. LIABILITY AND INDEMNITY

Occupant agrees to conduct its activities in Facility in a careful and safe manner. As a material part of the consideration to District, Occupant hereby assumes all risk of damage to and loss or theft of property, as well as injury or death to persons, related in any way to Occupant's use or occupancy of any portion of Facility from any cause whatsoever, including when caused in whole or in part by Occupant, and Occupant hereby waives all claims in respect thereof against District. Occupant shall defend, indemnify, and save harmless District and all of its employees, agents, and representatives from any and all claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by District, on account of loss of or damages to any property and/or for injuries to or the death of any person(s) arising in whole or in part out of any act or omission by Occupant, or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of Occupant's use of Facility, including but not limited to workers' compensation claims and unemployment disability compensation claims of employees of Occupant or out of claims under similar such laws.

Unless agreed to in writing prior to use of the Facility, Occupant understands that the District will not provide security services for Occupant's personnel, volunteers, and invitees during the use of the Facility. Accordingly, absent a written agreement to the contrary, Occupant agrees and acknowledges that the District is not responsible for protecting Occupant's personnel, volunteers, and invitees from threats, assaults, criminal acts, intrusion, terrorist or other attacks, acts of violence, and other similar incidents or risks of harm or injury. Moreover, Occupant agrees and acknowledges that the District is not responsible for the loss, damage, or theft of property belonging to or brought to the Facility by Occupant or Occupant's personnel, volunteers, and invitees. Accordingly, Occupant agrees to defend, indemnify, and hold the District and its representatives harmless in connection with any and all claims asserted by or on behalf of Occupant and/or any personnel, volunteers, and invitees of Occupant relating to injury to person or property occurring because of, during, or in connection with the use, occupancy, and/or presence of anyone or anything in or upon the Facility, whether or not such injury is alleged to be the fault of the District—in whole or in part.

10. 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 to any of the provisions of this Contract shall not be valid unless reduced to writing and signed by both parties.

11. SUSPENSION AND TERMINATION

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

12. WAIVER

The failure of District to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement or District's delay in the exercise of any such rights or remedies available under this Agreement shall not release Occupant from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of District to insist upon strict performance of this Agreement.

13. ASSIGNMENTS AND SUBLETTING

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

14. DEFAULT

In the event that Occupant fails to pay any fee or other sum required to be paid by 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 District by reason of such failure, whether at law or in equity, District may immediately and unilaterally terminate this Agreement, and all rights of Occupant hereunder—including any right of adjustment of amounts paid hereunder.

15. 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 thereunder. To the extent arbitration is not required under the above-referenced laws, then the parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

16. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of Arizona Revised Statutes, without penalty or further obligation on the part of District, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of District is, at any time while this Agreement or any extension thereof is in effect, an employee or agent of Occupant, in any capacity, or a consultant to Occupant, with respect to the subject matter of this Agreement.

17. SEVERANCE

If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be deemed severed and deleted; and neither such provision, not its severance and deletion, shall affect the validity of the remaining provisions.

18. 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.

19. RELATIONSHIP

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

20. AUTHORITY

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

21. EXECUTION DATE

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

District

Occupant

Name: _____

Name: _____

Authorized Signature

Authorized Signature

Title: _____

Title: _____

PROSPECTIVE OCCUPANT CHECKLIST

For each item below, the prospective facility occupant should read the instructions and check the appropriate box.

Y N

- 1. Have you read and signed the Facility Use Guidelines? Will you comply with the requirements?

- 2. Have you read, completed and signed the Facility Use General Liability Questionnaire?

- 3. Have you completed and signed the Facility Use Request Form?

- 4. Have you completed the Facility Use Offer of Goods and Services (Only if Applicable) and provided the required attachments?

- 5. Have you read, completed, and signed the Facility Use Agreement? Will you comply with its terms and conditions?

- 6. Do you understand that you are responsible for informing all event participants of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines?

- 7. Do you have the necessary evidence of liability coverage?

If you answered “yes” to questions 1 through 7, please sign below and return this form to the district along with: (1) the signed Facility Use Guidelines; (2) the completed and signed Facility Use General Liability Questionnaire; (3) the completed and signed Facility Use Request Form; (4) the completed and signed Facility Use Offer of Goods and Services (only if applicable); (5) the completed and signed Facility Use Agreement; and (4) a copy of your insurance certificate, which should list the district as an additional insured party.

If you answered “no” to one or more of questions 1 through 7, please work with school site personnel to resolve any questions and complete the remaining steps. If you answered “no” to question 7, you have the option of purchasing the necessary general liability coverage through Intact Insurance Entertainment (One Beacon). If you wish to purchase this insurance, please see Appendix A.

Name of organization using facility: _____

Name of organization contact (print): _____

Signature of organization contact: _____

Date: _____

Liberty Elementary School District No. 25

**19871 W. Fremont Road
Buckeye, AZ 85326**

EMERGENCY NUMBERS SHEET

POLICE: 911

Buckeye Police (623) 386-4421

Goodyear Police (623) 932-1220

Maricopa County Sheriff (602) 256-1000

FIRE: 911

AMBULANCE: 911

JERRY ROVEY DISTRICT FACILITY 19871 W FREMONT BUCKEYE, AZ 85326
(623) 474-6600 EMERGENCY CONTACT – Kevin Gates (623) 696-7365

LIBERTY SCHOOL 19818 W HWY 85 BUCKEYE, AZ 85326
(623) 327-2810 EMERGENCY CONTACTS - _____

ESTRELLA MTN 10301 S SAN MIGUEL GOODYEAR, AZ 85338
(623) 327-2820 EMERGENCY CONTACTS – _____

RAINBOW VALLEY 19716 W NARRAMORE RD BUCKEYE, AZ 85326
(623) 327-2830 EMERGENCY CONTACT – _____

WESTAR SCHOOL 17777 W WESTAR BLVD GOODYEAR, AZ 85338
(623) 327-2840 EMERGENCY CONTACT – _____

FREEDOM SCHOOL 22150 W SUNDANCE PKWY BUCKEYE, AZ 85326
(623) 327-2850 EMERGENCY CONTACT – _____

LAS BRISAS 18211 W LAS BRISAS DRIVE GOODYEAR, AZ 85338
(623) 327-2860 EMERGENCY CONTACT - _____

BLUE HORIZONS 20070 W BLUE HORIZON PARKWAY BUCKEYE, AZ 85326
(623) 327-2870 EMERGENCY CONTACT – _____

PLEASE POST IN A HIGHLY VISIBLE LOCATION

APPENDIX A.
ADDITIONAL INFORMATION ON THIRD-PARTY LIABILITY INSURANCE

Please note that the District provides this information to users as a courtesy. This information does not imply endorsement of Intact Insurance (GatherGuard) by the District.

The policy available through Intact Insurance (GatherGuard) has a \$1,000 deductible for bodily injury/property damage on a per-claim basis, which the occupant is responsible for in the event of a claim. The occupant should follow the facility use procedures established by the district, and all fees must be paid by VISA or MasterCard credit/debit card in advance of facility use. (The policy premium is based on the risk associated with the event or activity; the number of days utilized; the number of participants; and any special requirements, including alcohol liability, food service, etc.)

Occupants may purchase coverage directly through the GatherGuard website: <https://app.gatherguard.com/?f=0524>. Once payment is completed via the website, coverage is bound, and a certificate of insurance is issued via email to the insured, the district, and the Trust.

To obtain a copy of the general liability policy or to see a list of policy exclusions, please go to <https://app.gatherguard.com/?f=0524>, or contact GatherGuard at (844) 747-6240 (8:30 a.m.–5:00 p.m. PST, Monday–Friday).

Both the district and the occupant should note the following points about the available third-party liability coverage:

1. GatherGuard reserves the right to deny coverage to any organization that does not meet the underwriting criteria set for the facility use program.
2. The terms and conditions of the district's policy supersede this handbook and will apply to any and all facility use contracts.
3. GatherGuard will not cover bodily injury, or medical expenses resulting from such bodily injury, to any person injured while practicing for or taking part in any athletic or sports contest or exhibition that is being held at the district and is described in the coverage summary.

APPENDIX B. SAMPLE EVENTS AND THEIR FACILITY USE HAZARD CLASSIFICATION

| Class 1. Low Hazard | | | |
|---------------------------------------|--|---|---|
| Anniversary Parties | Card Shows | Debuts | Poet |
| Antique Shows | Caricature Sketching | Drill Team Exhibitions | Poetry Readings |
| Art Festivals and Shows | Carolers | Educational Exhibitions | Professional and Amateur Association Meetings |
| Auctions | Cartoonist | Electronics Conventions | Puppeteer |
| Auto Shows—Auto Static Only | Casino Nights | Face Painters | Quinceaneras |
| Award Presentations | Chamber of Commerce Events | Fashion Shows | Recitals |
| Baby Showers | Charity Benefits, Dances, Auctions, or Sales | Flower and Garden Shows | Reunions—Indoors |
| Ballet or Other Classical Dance Shows | Choirs—Indoors | Fundraising Dinners | RV Shows |
| Balloon Artists | Church Services or Meetings | Funeral Services | Scouting Jamborees—No Overnight Camping |
| Banquets | Civic Club Meetings | Graduations | Séances |
| Baptisms | Classic Dance Shows | Harvest Festivals—No Farm Implements or Equipment | Seminars |
| Bar Mitzvahs/Bat Mitzvahs | Computer Shows | Holiday Events & Parties/Gift Exchanges | Social Receptions—Indoors |
| Bazaars | Concerts—Celtic Music | Home Shows | Speaking Engagements |
| Beauty Pageants | Concerts—Chamber Music | Jazz and Jam Concerts— Indoors | Store Openings |
| Belly Dancer | Concerts—Classical Music— Indoor | Jewelry Maker | Storyteller |
| Birthday Parties | Concerts—Holiday Music | Job Fairs—Indoors | Symphony Concerts |
| Boat Shows—Dry Dock Only | Concerts—Instrumental | Ladies' Club Events | Teleconferences |
| Bodybuilding Contests | Consumer Shows | Lectures (Instructional Classes) | Telethons |
| Book Signings | Conventions—Indoors | Luncheons | Trade Shows—Indoors |
| Bridal Showers | Craft Shows | Meetings—Indoors | Vacation Shows |
| Business Meetings and Shows | Dance Competitions | Mime | Ventriloquist |
| Business Parties | Dance Recitals | Mobile Home Shows | Voter Registration |
| Camera Shows | Debutant Balls | Pageants | Weddings and Receptions |
| | | | Yodeler |

Board Approval: April 29, 2024
 Effective Date: July 1, 2024

APPENDIX B. SAMPLE EVENTS AND THEIR FACILITY USE HAZARD CLASSIFICATION, CONTINUED

| Class 2. Average Hazard | | | |
|---|---|--|---------------------------------------|
| Bingo Games | Concerts—Blues Music | Fishing Events | Meetings—Outdoors |
| Card Games—Black Jack | Concerts—Classical Music— Outdoors | Golf Events—Non Professionals | Menorah Lightings |
| Card Games—Poker | Concerts—Country Music | Impersonator—Celebrity or Holiday Character | Picnics—No Pools or Lakes |
| Carnivals-School Events with No Mechanical Rides | Concerts—Folk Music | Impressionist | Reunions—Outdoors |
| Chess Tournaments | Concerts—Funk Music | Jazz and Jam Concerts— Outdoors | School Band Competitions or Events |
| Choirs—Outdoors | Concerts—Motown | Job Fairs—Outdoors | Soap Box Derbies |
| Christmas Tree Lighting | Concerts—Soul Music | Jugglers—No Pyrotechnics | Social Receptions—Outdoors |
| Clowns—No Motorized Vehicles | Dog, Cat, Bird, & Other Domestic Animal Shows/Events | Magician | Trade Shows—Outdoors |
| Comedians | Easter Egg Hunts | Mariachi Band | Union Meetings |
| Concerts—50s, 60s, 70s, or 80s Music | Festival and Cultural Events— Indoors | Math Tournaments | Video Game Contests |

Board Approval: April 29, 2024
 Effective Date: July 1, 2024

APPENDIX B. SAMPLE EVENTS AND THEIR FACILITY USE HAZARD CLASSIFICATION, CONTINUED

| Class 3. Moderately High Hazard | | | |
|---|---|---|--|
| Aerobics and Jazzercise Classes or Events | Cornfield Mazes | Lacrosse | Proms |
| Amateur Rodeo and Roping Events | Country Western Events—No Rodeos or Rides | Laser Tag—Indoors | Rugby |
| Baseball—Amateur | Country Festivals and Fairs—No Rides | Livestock Shows | Soccer |
| Basketball—Amateur | Festival and Cultural Events—Outdoors | Magic Shows | Softball—Amateur |
| Bicycling—No Racing/Off-road | Film Screenings | Marathons—Walking & Running (500 Attendees and Under) | Sporting Events—Indoors—Non Professional |
| Block Parties/Street Closures/Street Fairs—Under 5,000 Spectators | Film Showings | Mobile Homes/RV Shows—Professionally Managed | Talent Show—No Rap, Hip Hop, Heavy Metal Shows |
| Bowling Tournaments | Golf Tournaments—Daytime | Movie Release Party | Tap Dancing |
| Boxing, Wrestling, Hockey, and Football Games—Amateur | Grad Nights | New Year's Party—Private/By Invite Only | Tennis Tournaments |
| Casino and Lounge Shows | Gymnastic Competitions—Spectators Only | Old Timer Events | Theatrical Stage Performances |
| Cheerleading Events/Competitions— No Pyramids | Halloween—Costume Contests | Parades—Under 5,000 Spectators | Volleyball—Amateur |
| Comedy Shows | Ice Skating Shows | Play Readings | Wagon Rides/Hay Rides |
| Company or Corporate Retreats | Junior Athletic Games | Plays | Walking/Hiking Tour |
| Concerts—Pop Cover Bands | Karate Meets | Pool and/or Billiard Tournaments | Wine Tasting |

Board Approval: April 29, 2024

Effective Date: July 1, 2024