

FACILITY USE AGREEMENT

PVSchools Community Education Department • www.pvschools.net/facilities
15032 N. 32nd St., Phoenix, AZ 85032 • (602) 449-2204 or (602) 449-2216



Paradise Valley Unified School District, hereinafter referred to as "DISTRICT," and _____, hereinafter referred to as "OCCUPANT," hereby enter into the following agreement regarding the use of PVUSD facility/fields, hereinafter referred to as the "FACILITY."

WHEREAS, DISTRICT owns and controls FACILITY;

WHEREAS, OCCUPANT desires to use FACILITY for use on an occasional basis as a meeting space, and;

WHEREAS, OCCUPANT warrants and represents that FACILITY will only be used for the specific purpose stated herein;

THE PARTIES agree as follows:

A. Care of Facility: OCCUPANT agrees to the following terms regarding care of the FACILITY during its use under this agreement:

1. OCCUPANT shall take good care of the FACILITY and any equipment and/or furniture located therein.
2. OCCUPANT shall leave FACILITY at all time in as good order and condition as existed prior to OCCUPANT's use thereof, normal wear and tear excepted.
3. 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.
4. OCCUPANT shall not permit any use of the FACILITY that would violate or negatively impact the terms of the insurance coverage for the FACILITY required under this Agreement.
5. OCCUPANT shall not allow a number of persons in any part of the FACILITY at any time in excess of the legal or posted capacity thereof.
6. OCCUPANT shall not permit any food, drink or smoking in any part of the FACILITY without the prior written consent of the DISTRICT.

B. Compliance with Applicable Law: When using the FACILITY or any part thereof, OCCUPANT agrees to comply with all applicable federal, state, and municipal laws and regulations, and the DISTRICT's policies and procedures pertaining to the use and occupancy of the FACILITY. OCCUPANT shall not use or allow any part of the FACILITY to be used for any unlawful purpose.

C. Facility Provided "As Is": OCCUPANT understands and agrees that the DISTRICT does not, and will not, warrant the suitability or safety of the FACILITY, or any of its contents, for the specific purpose(s) for which OCCUPANT intends to use it or for any purpose. As such, OCCUPANT accepts full responsibility for acceptance of the FACILITY as presented.

D. Scheduling: When OCCUPANT wants to use all or any part of the FACILITY, OCCUPANT shall provide written notice to the DISTRICT at least 21 days in advance. The notice shall set forth which part of the FACILITY to be used and the exact dates and times OCCUPANT desires to use or occupy the FACILITY. OCCUPANT shall confirm the date, time, and function by follow-up telephone call to the DISTRICT. The confirmation shall occur at least fourteen (14) days prior to the intended use. If OCCUPANT has not scheduled and confirmed its use for the FACILITY pursuant to the terms of this provision, DISTRICT may then use or permit others to use the FACILITY or any part thereof at its sole discretion.

For scheduling purposes pursuant to this provision only, OCCUPANT shall provide notice to the following DISTRICT representative:

Director of Community Education
15032 N. 32nd St.
Phoenix, AZ 85032
Phone: 602.449.2204
FAX: 602.449.2219

E. Compensation: OCCUPANT shall compensate DISTRICT for use of the FACILITY according to the fee schedule and classification listed on the Permit Form.

F. Term: The term of this Agreement shall commence on _____ and end on _____ (no greater than 5 years from start date), at which time OCCUPANT's ability to use the FACILITY under the terms of this Agreement shall automatically expire unless otherwise extended by the DISTRICT in writing in the DISTRICT's sole and absolute discretion.

G. Insurance: Pursuant to A.R.S. § 15-1105 et seq., OCCUPANT agrees to procure at its expense, and maintain during the term of this Agreement, a policy of general liability insurance against claims for bodily injury, death, and property damage occurring in connection with OCCUPANT's use of any part of the FACILITY and/or the FACILITY's contents. The insurance shall name the DISTRICT as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of the DISTRICT. The insurance shall have minimum limits of \$2,000,000 per occurrence. OCCUPANT shall provide DISTRICT with a certificate showing that conforming insurance coverage is in effect throughout the term of this Agreement at least 14 days before the first scheduled use of the FACILITY.

H. Liability and Indemnity: 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, loss of, or theft of property and injury or death to persons related in any way to OCCUPANT's use or occupancy of any part of the FACILITY from any cause whatsoever, including when caused in whole or in part by OCCUPANT. Furthermore, OCCUPANT hereby waives all such claims against DISTRICT.

OCCUPANT shall indemnify, defend, and hold harmless the DISTRICT and all of its employees, agents, and/or representatives from any and all claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost and damages of any kind and description, including any attorneys' fees and/or costs, which may be brought, made against, or incurred by the DISTRICT, due to loss or damage to any property and/or for injuries to or the death of any person(s) arising in whole or in part from any act or omission by OCCUPANT or its employees, agents, representatives, invitees, or subcontractors or arising in whole or in part from its use of the FACILITY, or arising in whole or in part from workers' compensation, unemployment, disability or other similar claims of OCCUPANT's employees.

I. Entire Agreement: This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings between them. The Parties further agree that this Agreement may not be amended, modified, or superseded except by an express written agreement duly executed by the Parties or their attorneys, which makes specific reference to this Agreement.

J. Suspension and Termination: DISTRICT may, by written notice, require OCCUPANT to suspend or terminate its use of the FACILITY for such period of time as the DISTRICT may determine to be necessary or desirable in its sole discretion. Upon receipt of such suspension or termination notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time the notice of suspension or termination is sent shall be adjusted between the DISTRICT and OCCUPANT in a fair and equitable manner but shall exclude any allowance for the value of any unperformed use or anticipated revenue thereon.

K. 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 shall not release OCCUPANT of any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the DISTRICT to insist upon strict performance of this Agreement.

L. 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 part of the FACILITY without the prior written consent of the DISTRICT, which may be granted or withheld in the DISTRICT's sole and absolute discretion.

M. Default: In the event that OCCUPANT fails to pay any fee or other sum required to be paid by OCCUPANT when due, or otherwise fails to comply with or observe any other provisions of this Agreement, DISTRICT may immediately and unilaterally terminate this Agreement and any rights OCCUPANT may have, including any right of adjustment, in addition to the DISTRICT's ability to seek any other remedy that may be available pursuant to this Agreement.

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

O. Conflict of Interest: The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the DISTRICT's part.

P. Governing Law: This Agreement shall be governed by the laws of the State of Arizona.

Q. Relationship: The parties agree that OCCUPANT, its employees, or other personnel will not be considered DISTRICT employees for any purpose. DISTRICT shall not be responsible in any manner for the supervision, direction, control, or payment of OCCUPANT, its employees or other personnel.

R. Notice: Except for scheduling purposes as set forth in section D above, all notices, payment, requests for payment or other correspondence between the Parties regarding this Agreement shall be mailed or delivered personally to the respective party to the following addresses:

For the DISTRICT:

Director of Community Education

15032 N. 32nd St.

Phoenix, AZ 85032

Phone: 602.449.2204

FAX: 602.449.2219

For the OCCUPANT:

Name _____

Address _____

City, State, ZIP _____

Phone _____

FAX _____

S. Authority: The individuals signing below on behalf of their respective parties hereby warrants and represents that he/she is duly authorized to execute and deliver this Agreement on behalf of his/her respective party and agrees to bind the party in accordance with the express terms of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement by their duly authorized representatives have executed this Agreement as of this _____ day of _____, 20 _____.

DISTRICT:

Name

Director of Community Education

Title

OCCUPANT:

Signature

Title