Glendale Elementary School District #40

FY 2026-2027 Facility Use Agreement

Rules, Regulations and Fees for Rental of School Property

TABLE OF CONTENTS

Introduction	Page 3
Submitting your Facility Use Request	Page 3
Governing Board Policies	Page 4
Appendix A – Facility Use Checklist	Page 9
Appendix B – Facility Use Agreement	Page 10
Appendix C – Facility Use Guidelines	Page 15
Appendix D – Field Use Guidelines	Page 16
Appendix E – Concussion Awareness and Mild Traumatic Brain Injury (MTBI) / Concussion Forms	Page 17
Appendix F – Fee Schedule	Page 19

INTRODUCTION

Welcome to the Glendale Elementary School District ("GESD"). We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statutes (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 associated forms as indicated.** 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 and Operations, 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 GESD purposes. Any authorized use or occupancy of the property for other than GESD 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 Maintenance and Operations Department Administrative Secretary at (623)237-6202.

SUBMITTING YOUR FACILITY USE REQUEST

All facility use is scheduled through the Maintenance and Operations Administrative Secretary. All returning and prospective facility users must submit their event requests by mail, email or in person to:
ATTN: GESD #40 Facility Rental
7015 W Maryland Ave
Glendale, AZ 85303
facilityrental@gesd40.org

Facility Use General Liability Questionnaire

Facility: _____

District/Campus: _____

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 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.

COMMUNITY USE OF SCHOOL FACILITIES

The Governing Board may grant the use of school facilities to any person, group, or organization for any recreational, educational, political, economic, artistic, moral, social, or other civic purposes in the interest of the community, including extended day resource programs. **Such use shall not interfere with any school activity**. The authorized representative of the Board may approve the use of school facilities by non-school organizations.

Fees

A reasonable use fee shall be charged for the lease of school facilities and property. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease. Appendix F estimates those costs for facility users and will be finalized prior to execution of a Facility Rental Agreement.

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

- ***Class I.*** School-related, student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students such as: PTOs, PTAs and student fundraisers
- ***Class II.*** Youth Athletic Programs or Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission) and the majority of participants are students from the District such as: Youth Baseball/Softball, Soccer, Basketball, Football, Boy Scouts, Girl Scouts, Cub Scouts, Brownies OR Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate
- ***Class III.*** Non-profit 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 (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission)
- ***Class IV.*** Commercial or for-profit organizations

Any individual, group, or organization presumptively classified as Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such request.

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 School District. "Educational function" means uses that are directly related to the educational mission of the District as adopted by the Board (and found in policy A of the District's Policy Manual) and includes the related uses of parent-teacher organizations, youth organizations and other school organizations. Use of facilities or property by organizations indicated above may still require payment to reimburse the District for utilities, services, supplies and/or personnel.

The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

Uncompensated use means that the group or organization pays only the District's direct costs resulting from the use of the facilities. The Board has determined, in good faith, that recreational or educational activities for the youth residing within the District's boundaries promote the educational function of the District.

Terms of Use

No school facility shall be used by any group or individual not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, or any other prohibited classification. No school facility shall be used by any group or individual for the purpose of advocating social or political change by violence or for advancing any theory subversive to the constitutions or laws of the state of Arizona or the United States.

No alcoholic beverages or e-cigarette products are allowed on District property. Tobacco products are not allowed on District property, pursuant to A.R.S. 36-798.03. Weapons are not allowed on school grounds, pursuant to A.R.S. 13-3102(A)(12).

Insurance

Proof of liability insurance with minimum limits of one million five-hundred dollars ($1,500,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105(E), with GESD named as "additional insured" on the policy. A certificate of insurance is required as evidence of this coverage.

Procedures, Rules, and Regulations

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property. If damage to the facilities occurs as the result of irresponsibility on the part of the applicant, charges shall be made to cover the amount of the damage.
The Superintendent reserves the right to cancel any agreement if, after investigation, it is deemed that such use is not in the best interest of the District.

Initial inquiries for use of school facilities should be made via the Facility Rental Request link found on the GESD40.org homepage. **School activities shall always be given preference for use of facilities**.

Elections

The principal of a school 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:

- Space is not available at the school.
- A disruption of the normal school activities would occur.
- The safety or welfare of the students would be jeopardized.

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

Athletic Activities

At least two (2) weeks prior to the requested first use date, OCCUPANT must submit the Athletic Activities Addendum (Appendix E), signed and dated by an official of OCCUPANT, describing the program and verifying it is and shall continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

Adopted: November 18, 2003

LEGAL REF.: A.R.S. 15-511
15-341
15-1105

15-1141 to 15-1143
16-411

CROSS REF.: A - Educational Mission and Belief Statement
AC - Non - Discrimination / Equal Opportunity
EDC - Authorized Use of School-Owned Materials and Equipment
JJIB - Interscholastic Sports

PUBLIC CONDUCT ON SCHOOL PROPERTY

No person shall engage in conduct that may cause interference with or the disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disrupting the normal operations of an educational institution by either:
- Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
- Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S. 13-2911.

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.
- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

Additional Requirements of the General Public

The definition of general public is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.

Adopted: January 28, 2003

LEGAL REF.: A.R.S. 13-2905
13-2911
13-3102
15-341
15-507

CROSS REF.: GBEB - Staff Conduct
GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members
GDQD - Discipline, Suspension, and Dismissal of Support Staff Members
JIC - Student Conduct
JK - Student Discipline

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?	☐	☐
2. Have you thoroughly read and signed the Facility Use Guidelines located in Appendix C (or D) and will you comply with its requirements?	☐	☐
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?	☐	☐
4. Do you have the necessary verification of insurance with the minimum limits of $1,500,000? **	☐	☐
Determining Class of Usage		
1. Is the activity that of a District or school related organization?	☐	☐
a. Are the participants primarily GESD Students?	☐	☐
b. Is this activity a School Fundraising Activity where participants pay a fee to participate?	☐	☐
2. Is this activity an Athletic Camp or Program run by District Staff where the participants pay a fee to participate?	☐	☐
a. Are the participants primarily GESD Students?	☐	☐
3. Is this activity a youth athletic program operated by a Non-profit organization?	☐	☐
4. Is the organization's membership open to the public?	☐	☐
a. Are the participants primarily GESD Students?	☐	☐
5. Do you have the necessary verification documents if claiming non-profit status? **	☐	☐

**Please include documentation to verify this information with your application.

Please sign below and return this form to the Maintenance and Operations Department along with the signed Facility Use Agreement (Appendix B) and applicable Facility Use Guidelines (Appendix C for building spaces or Appendix D for fields and exterior basketball courts). 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 **"Glendale Elementary School District #40" and mail or deliver to Attn: GESD #40 Facility Rental, 7015 W. Maryland Ave, Glendale AZ 85303**. If the agreement spans more than two months, payment plans may be allowed and would be divided into equal monthly payments. Payments will be due each month prior to the use of the facility.

_____	_____
Signature of OCCUPANT	Date
_____	_____
Printed Name	Address
_____	_____
Organization	City, State & ZIP
_____	_____
Telephone	E-Mail Address of Contact

APPENDIX B

FACILITY USE AGREEMENT

BETWEEN

Glendale Elementary School District #40

and

_____

Organization's Name

1. PARTIES

The parties to this Agreement are Glendale Elementary School District No. 40, hereinafter referred to as **"DISTRICT",** and _____, 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 DISTRICT-owned property, hereinafter referred to as **"FACILITY"**:

Name of Facility: _____

Date(s): _____ Time(s): _____

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.

2.4 OCCUPANT has paid in full all fees due under any previous Facility Use Agreements with the DISTRICT.

3. USE

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or local 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 of the Director of Maintenance and Operations**. OCCUPANT shall not permit tobacco use, alcohol, or weapons on school grounds. OCCUPANT knows of and will enforce all requirements of the Arizona Medical Marijuana Act and its implementing regulations. Medical marijuana and recreational marijuana are not permitted on District property. OCCUPANT agrees that DISTRICT has not agreed and will not agree to warrant the suitability or safety of FACILITY or any of FACILITY's contents for the uses intended by OCCUPANT, such that OCCUPANT accepts full responsibility therefor. If a key is issued to the OCCUPANT for access to the FACILITY, and the key is lost by the OCCUPANT or any person given the key by the OCCUPANT, the OCCUPANT is responsible for, and will pay in full, the cost of rekeying all locks 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. 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. SCHEDULING

OCCUPANT shall schedule each event through the District's Maintenance and Operations Department Administrative Secretary. The completed Facility Use Agreement and all completed accompanying forms can be emailed to facilityrental@gesd40.org or mailed to the following address: ATTN: GESD #40 Facility Rental, 7015 W Maryland Ave, Glendale, AZ 85303.

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.

5. TERM OF AGREEMENT

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 in writing, by the DISTRICT, at its sole discretion.

6. COMPENSATION

OCCUPANT will compensate DISTRICT in advance for use of the FACILITY as follows:

1) For the entire quoted cost for all events with a duration of two (2) months or less.
2) If event duration is longer than two (2) months, 1st and last month's fees will be due in advance; equal monthly payments will be made in advance of use each month thereafter.

Please make checks payable to **"Glendale Elementary School District #40" and mailed or delivered to Attn: GESD #40 Facilities Rental, 7015 W. Maryland Ave, Glendale AZ 85303**.

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 and/or FACILITY's contents, which insurance shall retain the minimum limits of $1,500,000 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 and Superintendent, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

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.

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 FACILLITY. 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.

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 Request Checklist (Appendix A), Facilities Use Guidelines (Appendix C), Field Use Guidelines (Appendix D), Athletic Activities Addendum (Appendix E), and applicable GESD Governing Board policies are 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 thereunder. To the extent arbitration is not required under the above- referenced laws, then the parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

15. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of 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.

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

DISTRICT will be responsible for cleaning the FACILITY immediately after each use. 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-USE FACILITY 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. DISTRICT reserves the right to require facility users to pay for District custodial/site supervision for the duration of each facility use event should the Director of Maintenance and Operations determine that the terms of the contract are not being met.

20. CANCELLATION OF AGREEMENT

DISTRICT or OCCUPANT may, at any time, 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.

OCCUPANT must give written notice of cancellation at least two weeks prior to the date(s) to be cancelled. Upon receipt of this written notice, the DISTRICT will issue a credit of equal value for future use.

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.

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____.

"DISTRICT"	**"OCCUPANT"**
NAME:_____	NAME:_____
SIGNATURE:_____	SIGNATURE:_____
Director of Maintenance and Operations	TITLE:_____

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 lanes 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 on the premises 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. Roadways 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. If food is served or sold in conjunction with any event, the OCCUPANT shall secure all required permits from Maricopa County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event. More information can be found at this link: http://www.maricopa.gov/3976/Special-EventsFarmers-Markets
14. OCCUPANT shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
15. 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 and Regulation JJIB-R.
16. OCCUPANT shall comply with all applicable requirements of The Arizona Medical Marijuana Act. Medical marijuana and recreational marijuana are not permitted on District property.
17. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form before participation.
18. OCCUPANT shall have a list of emergency agencies and phone numbers available at all times.
19. OCCUPANT shall ensure facility access points are secured before leaving the premises.
20. OCCUPANT shall notify GESD Security (623.237.6236) prior to arriving and prior to leaving the site.

Signature	Printed Name	Date

Organization

APPENDIX D

FIELD USE GUIDELINES

General Safe Practices and Cooperation

While using the District field, the OCCUPANT shall follow these practices in its operations. If this agreement includes use of the field lighting, the OCCUPANT will be issued a unique PIN number that will be used to turn on the lights at the respective field. The OCCUPANT is expected to keep the PIN number confidential. If the PIN number is used on a date/time NOT included under this agreement, the OCCUPANT will be charged for that additional usage.

Field Use Guidelines

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. 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. OCCUPANT shall maintain all areas used in a clean, well-organized manner.
5. Any equipment used on the premises shall be in good condition.
6. All means of access or egress shall be identified and communicated to participants.
7. OCCUPANT shall provide adequate signs and markers to inform participants of rules and to maintain the field in a safe manner.
8. OCCUPANT shall not serve or use liquor, tobacco products or narcotic drugs during use of the facility.
9. If food is served or sold in conjunction with any event, the OCCUPANT shall secure all required permits from Maricopa County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event. More information can be found at this link: http://www.maricopa.gov/3976/Special-EventsFarmers-Markets
10. OCCUPANT shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
11. OCCUPANT shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of field for athletic activities as set out in Board Policy JJIB and Regulation JJIB-R.
12. OCCUPANT shall comply with all applicable requirements of The Arizona Medical Marijuana Act. Medical marijuana and recreational marijuana are not permitted on District property.
13. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form before participation.
14. OCCUPANT shall have a list of emergency agencies and phone numbers available at all times.
15. OCCUPANT shall notify GESD Security (623.237.6236) prior to arriving and when they are leaving the site.

Signature	Printed Name	Date

Organization

APPENDIX E

ATHLETIC ACTIVITIES ADDENDUM

Concussion Prevention and Education

Arizona Revised Statutes §15-341(A)(24) requires that Glendale Elementary School District #40 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 or facilities owned or operated by a school district for athletic activities.

A participant who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic athletic activity shall be immediately removed from the athletic event. A coach from the student's team, an official, a licensed health care provider, or the child's parent may remove the child from play. The child 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.

Concussion Awareness Training

If any athletic activities will occur under this Agreement, a copy of a certificate indicating concussion awareness training has been completed by a representative of OCCUPANT (dated less than one year prior to the date of this form) should be submitted with this application for the District's review.

Certification

Program description: _____

_____

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 Glendale Elementary School District No. 40 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.

I certify that OCCUPANT'S program is and will continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

NAME:_____ SIGNATURE:_____

TITLE:_____ DATE:_____

This form must be submitted a minimum of two (2) weeks prior to the requested first use date.

APPENDIX E (cont.)

Mild Traumatic Brain Injury (MTBI) / Concussion
STATEMENT AND ACKNOWLEDGEMENT FORM

I, _____ , acknowledge that I have to be an active participant in my own health and have the direct responsibility for reporting all of my injuries and illnesses to my coaches, team physicians, or athletic training staff. I further recognize that my physical condition is dependent upon providing an accurate medical history and a full disclosure of any symptoms, complaints, prior injuries and/or disabilities experienced before, during or after athletic activities.

By signing below, I acknowledge:

- I have received specific educational materials including the Centers for Disease Control (CDC) Concussion Fact Sheet for Athletes (www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_athletes.pdf) on what a concussion is and have been given an opportunity to ask questions.
  - I have fully disclosed to team staff any prior medical conditions and will also disclose any future conditions.
  - There is a possibility that participation in my sport may result in a head injury and/or concussion. In rare cases, these concussions can cause permanent brain damage, and even death.
  - A concussion is a brain injury, which I am responsible for reporting to my coach, team physician, or athletic trainer.
  - A concussion can affect my ability to perform everyday activities, and affect my reaction time, balance, sleep, and classroom performance.
  - Some of the symptoms of concussion may be noticed right away while other symptoms can show up hours or days after the injury.
  - If I suspect a teammate has a concussion, I am responsible for reporting the injury to the team staff.
  - I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion related symptoms.
  - I will not return to play in a game or practice until my symptoms have resolved AND I have written clearance to do so by a qualified health care professional.
  - I understand that, following a concussion, the brain needs time to heal and I am much more likely to have a repeat concussion or further damage if I return to play before my symptoms resolve.
  - Based on the incidence of concussion as published by the CDC, the following sports have been identified as high risk for concussion: baseball, basketball, diving, football, pole vaulting, soccer, softball, spirit line and wrestling.
  - I represent and certify that I and my parent/guardian have read the entirety of this document and fully understand the contents, consequences and implications of signing this document and that I agree to be bound by this document.

Athlete:

Print Name: _____ Signature: _____

Date: _____

Parent or legal guardian:

Print Name: _____ Signature: _____

Date: _____

APPENDIX F

FEE SCHEDULE

NOTE: FEES BELOW ARE AN ESTIMATE AND MAY VARY WITH STAFFING NEEDS TO ENSURE GESD IS ACCURATELY COMPENSATED FOR STAFF TIME. GESD WILL PROVIDE A FINAL FEE ESTIMATE PRIOR TO FINALIZING ANY FACILITY USE RENTAL AGREEMENT

Class I.

School-related, Student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students including but not limited to: Support Staff of Glendale Elementary School District, Glendale Elementary Boosters, Parent Teacher Organizations

*Facility users may be 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 is subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), security, utilities, etc.

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 including but not limited to: **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 may be 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 is subject to prepayment of all direct expenses, such as open / close & custodial cleaning (2 hour minimum), utilities, etc. ten (10) days prior to the scheduled event. Full refund with a 48-hour notice which should be no less than written notice

APPENDIX F

FEE SCHEDULE

(Continued)

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 including but not limited to:

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 IV.

Commercial or for-profit organizations

Class III & 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. ***Labor for cleaning is charged based on actual time worked beyond the 2-hour minimum.***

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.

Class II Hourly Rental Rates

FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	$14.70	Custodian
Cafeteria (no kitchen use)	$44.10	Custodian
Gymnasium	$58.80	Custodian
Library	$44.10	Custodian
Parking Lot Events	$14.70	Custodian if Restroom is used
Multi-purpose field (w/o lights)	$14.70	Custodian if Restroom is used
Multi-purpose field with lights	$22.05	Custodian if Restroom is used

Class III Hourly Rental Rates

FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	$22.05	Custodian
Cafeteria (no kitchen use)	$58.80	Custodian
Gymnasium	$73.50	Custodian
Library	$66.15	Custodian
Parking Lot Events	$22.05	Custodian if Restroom is used
Multi-purpose field (w/o lights)	$29.40	Custodian if Restroom is used
Multi-purpose field with lights	$44.10	Custodian if Restroom is used

Direct expense / rental rates are as follows:

- Custodian (cleaning/disinfection) — $44.10 / hour, 2 hours minimum
- Maintenance / Grounds — $44.10 / hour, 2 hours minimum
- Restroom / Cleaning Supplies — $14.70 minimum per event
- Tables — $1.00 ea. /event
- Chairs — $.50 ea. / event

***Custodian fees will be charged to all events where restrooms are utilized. ***

Class IV Hourly Rental Rates

FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	$29.40	Custodian
Cafeteria (no kitchen use)	$154.35	Custodian
Gymnasium	$154.35	Custodian
Library	$73.50	Custodian
Parking Lot Events	$29.40	Custodian if Restroom is used
Multi-purpose field (w/o lights)	$36.75	Custodian if Restroom is used
Multi-purpose field with lights	$51.45	Custodian if Restroom is used

Direct expense / rental rates are as follows:

- Custodian (cleaning/disinfection) $44.10 / hour, 2 hours minimum
- Maintenance / Grounds $44.10 / hour, 2 hours minimum
- Restroom / Cleaning Supplies $14.70 minimum per event
- Tables $1.00 ea. /event
- Chairs $.50 ea. / event

***Custodian fees will be charged to all events where restrooms are utilized. ***

GESD will conduct regular market rate analysis to determine changes in minimum wage rates. GESD reserves the right to adjust all fees regarding its market rate analysis and to serve the best interests of the District.

EMERGENCY NUMBERS SHEET

DISTRICT: _____

POLICE: _____

FIRE: _____

AMBULANCE: _____

DISTRICT CONTACT: _____

SCHOOL CONTACT: _____

OTHER: _____

PLEASE POST IN A HIGHLY VISIBLE LOCATION