

OSBORN SCHOOL DISTRICT FACILITY USE AGREEMENT BETWEEN

ANYONE WISHING TO RENT OUR FACILITIES MUST FIRST GET THE APPROVAL FROM THE PRINCIPAL AT THE PARTICULAR SCHOOL. THE PRINCIPAL WILL CERTIFY THE AVAILABILITY OF THE FACILITY.

- After agreement has been made with the principal, the rental form must be signed by the principal as well as the renter and then forwarded to the District Office.
- Proof of Insurance, in addition to the rental payment must be submitted to the District Office well in advance of the event. Two weeks prior to the event is preferred.
- The Business Office will maintain the permanent files of the Use of Facilities rental agreement.
- Policy and procedure information as well as explanation of fees will be handled through the Business Office. Rental forms can be obtained at the District Office and all school offices.
- Any requests for long-term rentals, multi-site usage, or unusual special events should be directed to the Director of Business Support Services, who will in turn, present the request to the Governing Board, if necessary.
- After all paperwork is complete, including the rental agreement signed by both renter and principal, Certification of Insurance, and payment, a copy of the agreement will be sent to the renter, principal, plant manager and Director of Maintenance. The original will be maintained in the Business Office.
- It is the responsibility of the renter to walk through the facilities with the custodian prior to and following the event. Both the renter and the custodian should sign the checklist.
- There can be no drinking of alcoholic beverages of any kind in the buildings, on the grounds, or in the parking lots.
- There is absolutely no smoking allowed in the buildings or on the school grounds.

GROUP 1 (Non-Fee)

Any community group or organization directly affiliated with any Osborn School such as a support organization and/or any organization specifically concerned with activities or events that directly relate to Osborn students in an educational or recreational capacity. The majority of the participants must be Osborn School District students, staff, or residents.

GROUP 2 (Preferred-Fee)

Any Non Profit (501C-3), civic, or governmental agencies that operate on a non-profit basis in order to conduct events or activities directly related to the Osborn School District and/or for the educational benefit of its students or community.

GROUP 3 (Fee)

Any individual or organization that wishes to conduct events or activities on the Osborn facilities that are not related to the Osborn District, community or students.

The Director of Business Support Services, subject to Governing Board review if an appeal is requested, will set fees for usage. All appeals will be submitted in written form to the Director of Business Support Services.

GENERAL FEE SCHEDULE

Quoted fees are for one usage, which, unless otherwise stipulated, is for a period up to four hours. (Example: Renting the Cafeteria/Multipurpose room with no kitchen use for one, two, three or four hours is \$50.)

Facility	Fee Group	Preferred Group Fee
Classrooms	\$16.50 each	\$8.25 each
Gym*	\$192.50	\$96.25
Longview Auditorium	\$220.00	\$110.00
Cafeteria/Multipurpose Room with no kitchen use	\$55.00	\$27.50
Cafeteria/Multipurpose Room with kitchen use**	\$82.50	\$41.25
Multi-purpose Room – Clarendon (approximately 5700 square feet)	\$55.00	\$27.50
Multi-purpose Room – Solano (approximately 1900 square feet)	\$44.00	\$22.00
Library/Media Center	\$55.00	\$27.50
District Office Board Room	\$27.50	\$13.75
Athletic Field without lights	No charge	No charge
Athletic Field with lights	\$13.20 per hour	\$6.60 per hour
Custodial Personnel	\$40.00 per hour	\$40.00 per hour
Cafeteria Personnel	\$40.00 per hour	\$40.00 per hour

***When renting the OMS Gym, a district staff member is required to be present during the duration of the rental at the rate of \$45 per hour in addition to the custodial fee. This additional \$45 fee is waived only for the YMCA as long as they provide adequate supervision, acceptable to the Osborn School District.**

****District Food Service employee is required to be on site whenever the kitchen is used in any way. The organization using the facility will be charged for such personnel services in accordance with current rates dictated by time, day of the week, holidays and weekends.**

When an organization uses Osborn District facilities, an Osborn employee must be in attendance to insure the proper security and use of the facility.

When custodial or other services are required beyond the normal schedule or work load of the Osborn staff, Osborn employees will provide the services. The organization using the facility will be charged for such personnel services in accordance with current rates dictated by time, day of the week, holidays and weekends. This charge is in addition to the regular rental fee. The custodian and/or cafeteria employee should not be paid directly by the renter. These employees will be paid through the district.

1. The Osborn School District and _____
(Name of Organization)

School to be used _____

Specific areas within the school (such as cafeteria, classroom, music room, multi-purpose room, etc.)

Rental date, if only one day/night _____

Starting hour _____ Ending hour _____

For multiple days or weeks, please indicate the beginning and ending date, including which days (example: beginning September 3, running through May 30, Wednesday evenings from 7 – 9 p.m.)

Name of Organization _____

Business Address _____

PHONE: _____ FAX: _____ EMAIL: _____

Person assuming responsibility _____

Home address _____ Phone _____

Insurance Carrier _____
(\$1,000,000 property damage and \$1,000,000 bodily injury is required)

Insurance Policy Number _____

Actual copy of proof of insurance must be attached.

2. USE

When using FACILITY or any portion thereof, OCCUPANT agrees to comply with all applicable federal, state, and municipal laws and regulations; with Centers for Disease Control and Prevention guidance on [social distancing](#) and [large events and gatherings](#); 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 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 therefor. OCCUPANT agrees and acknowledges that the DISTRICT does not warrant that the FACILITY is free from mold, bacteria, or viruses. 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.

3. 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.

4. 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.

5. COMPENSATION

OCCUPANT will compensate DISTRICT for use of FACILITY as follows:

Building, grounds and/or room rental fee _____ _____	\$ _____
Custodial fee (includes ½ hour before and ½ hour after beginning and ending time. _____ hours at \$40 per hour, (including ½ hour before and ½ hour after)	\$ _____
Cafeteria or other employee fee _____ hours at \$40 per hour, (including ½ hour before and ½ hour after)	\$ _____
Any additional fees _____ _____	\$ _____
<u>DISTRICT OFFICE USE ONLY:</u>	
Fees waived by _____ Reason _____	Date _____

Signature of Responsible Party

Business Support Services

Date

6. 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 and shall not exclude claims and legal actions arising from communicable diseases. OCCUPANT shall provide DISTRICT with a certificate evidencing that such insurance coverage is in effect.

7. 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 communicable diseases and when caused in whole or in part by DISTRICT, 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, 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 DISTRICT or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of OCCUPANT'S use of FACILITY, or arising in whole or in part 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 to indemnify, defend, and save harmless DISTRICT extends to claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost, and damages arising from a communicable disease infection.

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.

8. 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.

9. SUPERVISION

Organizations using the facilities will provide competent supervision for each activity. Organizations, clubs, or individuals using school facilities must assume responsibility for any damage resulting from their use. The school district will be responsible for utilities and security of the premises, locking and unlocking doors before and after the activity. A school district employee must be in attendance or on duty at all the functions held on the school premises.

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 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.

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 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.

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

13. 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.

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 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 hereof 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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: _____