



# Lake Havasu Unified School District # 1

## Facility Use Manual

Rules, Regulations and Fees  
for the  
Use or Lease of District Property

2011-2012

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## Introduction:

Welcome to the Lake Havasu Unified School District # 1 (“**LHUSD #1** or **District**”). We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statutes (“**A.R.S.**”) § 15-1105, 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. A.R.S. § 15-1105(F)(3), defines “Reasonable use fee” as an amount that is at least equal to the school district’s cost for utilities, services, supplies or personnel that the school provides to the Lessee pursuant to the terms of the lease.

Therefore, all prospective occupants/Lessees of District facilities **must thoroughly read the Facility Use Manual and complete and sign the enclosed Facility Use Request/Agreement and Acknowledgement and Understanding of Manual & Guidelines** (collectively the “**Agreement**”).

Use of the Elementary and Middle School facilities or the Lake Havasu High School outdoor fields must first be cleared with the Lake Havasu City Parks and Recreation Department located at 100 Park Avenue. The Agreement and proof of liability insurance (see Appendix # 4) will then be submitted to and approved by the Coordinator of Facility Use (“**Coordinator**”), along with any fees prior to the commencement date stated in the agreement. Use of the High School facilities will be submitted to and approved by the Coordinator, located at the School District Office, 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 LHUSD # 1 purposes. Any authorized use or occupancy of the property for other than LHUSD # 1 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 provisions 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 Coordinator of Facility Use at 928-505-6915.

## Definitions:

- *Designee*, as used herein, refers to the Coordinator for the Lake Havasu Unified School District # 1 who manages the responsibilities of renting and authorizing the use of District facilities to Lessees and occupants.
- *Board*, as used herein, means the Lake Havasu Unified School District # 1 Governing Board.
- *Agreement*, as used herein, means the written agreement for use of District facilities as issued to an applicant by the Designee, and includes, collectively, the Facility Use Manual, a completed Facility Use Request/Agreement which has been signed by the Lessee and on behalf of the District, and a signed Acknowledgement and Understanding of Manual & Guidelines.
- *Lessee*, as used herein, means any person, firm, association, organization, partnership, company or corporation who applies for and is granted a facility use agreement to use the facilities of the Lake Havasu Unified School District # 1.
- *District*, as used herein, means the Lake Havasu Unified School District # 1, its agents and/or employees.
- *Property, Facility, and Premise* are used herein synonymously.

## Authority:

Arizona Revised Statute § 15-1105 allows a school district to lease buildings and grounds to individuals, groups or organizations for any lawful purpose, except as provided in A.R.S. § 15-511. The Governing Board has designated the Designee to negotiate and ensure that appropriate documentation is prepared. No District facility will be made available until the appropriate forms are properly executed.

## **Agreements:**

1. The Agreement embodies the entire contract between Lessee 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 Agreement shall not be valid unless reduced to writing and signed by both parties.
2. When using a facility or any portion thereof, Lessee agrees to comply with all applicable federal, state, and municipal laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of facility. Lessee 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 Lessee's use thereof. Lessee shall not use or allow any portion of facility to be used for any unlawful purpose. Lessee 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. Lessee acknowledges 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 Lessee, such that the Lessee accepts full responsibility therefore.
3. All Agreements shall be in writing on forms approved by the Designee, furnished by the District, and executed for and on behalf of the Board by the Designee.
4. A request for an Agreement should be initiated at least two (2) weeks prior to the date(s) requested. Before approval will be given by the Designee, the application must show: (a) specific date(s) requested (duration of agreement not to exceed one (1) year); (b) personnel and equipment requested, and (c) the purpose for which the facilities will be used.

## **Indemnification:**

To the extent permitted by law, as a material part of the consideration to District, Lessee 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 Lessee use or occupancy of any portion of facility from any cause whatsoever, including when caused in whole or in part by Lessee, and Lessee hereby waives all claims in respect thereof against District. To the extent permitted by law, Lessee shall indemnify, defend, and hold harmless District and all of its employees, agents, and representatives from any and all claims, notice 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 Lessee or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of its and/or their use of facility, or arising in whole or in part out of workers' compensation claims or unemployment disability compensation claims of employees of Lessee or out of claims under similar such laws.

## **Uncompensated Use:**

The Superintendent and/or the Director of Business Services may permit the uncompensated use of District facilities 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 Lake Havasu Unified School District # 1. "Educational Function" means uses that are directly related to the educational mission of the District as adopted by the Governing Board and includes the educational mission related uses of parent-teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered, or payments are made to reimburse these costs to the District.

## **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 and welfare of the students would be jeopardized

### **Insurance:**

All outside groups using District facilities must comply with these requirements. Only District-sponsored groups that are covered by District insurance are exempt from these requirements.

Pursuant to A.R.S. § 15-1105, Lessee agrees to procure, at its expense and maintain during term hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with Lessee's use of any portion of facility and/or facility's contents, which insurance shall name Lake Havasu Unified School District # 1 as an additional insured (the Director of Business Services may waive the requirement that the District be named as an additional insured, however; this does not alleviate the requirement for a policy of general liability insurance) and be primary and non-contributing to any coverage maintained by/on behalf of District. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence, and Lessee shall provide District with a certificate evidencing such insurance coverage is in effect.

Responsibility for obtaining such insurance coverage rests solely with the Lessee and will be shown on the Agreement. Evidence of insurance must be provided even if there is not a fee charged for the use of facility.

### **Re-Leasing:**

The District reserves the right to re-lease any portion of the facilities which become vacant during the term of any Agreement or any area wherein the Agreement therefore has been voided or cancelled by either party. If the District re-leases because of Lessee's default, no refund will be due in the event any sums were paid in advance by Lessee. Lessee is still obligated to the District for any incurred expenses in connection with the Lessee's default or use of facilities.

### **Assignments and Subletting:**

Lessee shall not have the right to assign this Agreement or allow any other persons 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 in District's sole and absolute discretion. This includes, but is not limited to; events with booth rental or non-rental spaces, events with informational booths for rental or non-rental spaces. The liability of the accessory users would fall under the liability insurance of the entity that is hosting the event and applied for such use.

### **Alteration of Premises:**

Each Lessee shall take the premises in the condition he or she finds them, and in the event any Lessee finds it necessary to remove or change the location of any stage, rigging, or equipment, such changes shall be made at his expense, and Lessee shall agree to change all such equipment, stages, and rigging back to the condition in which same was found. No Lessee shall make any such changes or alterations without prior written approval of the Designee.

### **Damage to Buildings and Content:**

The Lessee using the facilities shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures, equipment, etc., sustained from such use, whether caused by the Lessee or his patrons, ordinary wear and tear excepted. Repair of damages to the premises shall be at the expense of the Lessee.

No decorative or other materials shall be attached to any part of the building so as to damage the buildings. All decorative or other materials shall be of a non-combustible type or be suitably treated with a flame retardant approved by the Fire Department. Nor shall any persons bring, exhibit or set off fireworks, or explosives on the premises. The use of any projectile device must have prior approval from the District Auditorium Director and/or Maintenance Supervisor. If use of a projectile device is approved by the District, it is the responsibility of the Lessee to clean up all projectiles dispersed immediately following the completion of their event on a daily basis. The District may also require the Lessee to have a representative of the Fire Department onsite to either run the projectile devices and/or oversee the use of these devices. Any compensation that may be required from the Fire Department Representative will be the responsibility of the Lessee. The District will notify the Lessee prior to the event if this requirement will be in effect for

them. The use of smoke and/or fog effects must also receive prior approval from the District Auditorium Director and/or Maintenance Supervisor. All types of smoke and/or fog generating machines must comply with all fire and safety requirements as determined by the Fire Department.

### **Machinery, Flammable Liquids and Electricity:**

No person shall erect any engine, motor or other machinery on the premises, or use any gas, electricity, flammable liquid or charcoal therein, without prior written approval of the Designee. All electrical connections of any kind must be made by the District electrician or his representative, and all District equipment must be operated by District personnel or personnel approved by Designee at the expense of the Lessee.

### **Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies:**

No portion of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, fire lanes, lighting fixtures or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed. The Lessee shall pay for any damage as a result of misuse of any portion of the premises. Absolutely no automobiles, motorcycles, or vehicles of any kind will be permitted on school grounds except in designated parking areas.

### **Relationship of Parties:**

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

### **Liability for Lessee's Property:**

The District shall not be held liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until Lessee has made proper arrangements for receiving, handling and storage of such materials. Storage of any material or equipment will not exceed ten (10) days.

### **Lost or Misplaced Articles:**

The District shall have the sole right to collect and have the custody of articles left on the premises by Lessee's patrons and to provide for the disposition thereof. Such articles shall be kept on the premises for thirty (30) days and then disposed of, as the Designee deems advisable and consistent with Arizona law. The District shall assume no responsibility for losses suffered by the Lessee, his agents, servants or employees which are occasioned by theft or disappearance of equipment, articles, or other personal property.

### **Abandoned Equipment:**

Any equipment or effects of the Lessee remaining on the premises for more than five (5) days after the expiration of the Agreement shall be deemed abandoned and may be disposed of by the Designee, as he deems advisable and consistent with Arizona law.

### **Entrance and Exit:**

All persons shall use and all articles, exhibits, fixtures, displays, and other equipment shall be brought into and out of the building only at designated entrances and exits. Doors will not be propped open at any time. Vehicular traffic or parking in areas on the premises not designed for that purpose shall require prior approval of the Designee.

## **Permits and Licenses:**

The Lessee has the responsibility to obtain any additional permits and licenses that may be required by local jurisdictional ordinances, and shall permit inspection by appropriate personnel, e.g., Health Department permits or inspection by the Fire Marshal.

## **Site Support/Supervision Requirements:**

When the Designee determines that the use of District facilities and equipment will require supervision, cleaning, or technical assistance in connection with the intended purpose or timing of the use or lease, District staff will be assigned and personnel fees charged to the Lessee as part of the Agreement in accordance with the LHUSD # 1 facility fees schedule. These fees will apply to any Lessee who is not otherwise exempt from facility fees.

All wages earned by District-assigned staff in connection with a use or lease must be paid through District payroll in order to cover employees under State Workers' Compensation laws. These wages may be paid only from the rental fees collected in connection with the facility use that are deposited in the Civic Center Fund, and may not be paid directly by the Lessee. No District employee will receive cash for payment of work, with the exception of AIA post-season playoff games with a proper approval. Personnel not specifically identified as event workers under the terms of this facility use agreement will not be considered as Lake Havasu Unified School District # 1 employees for the duration of the contracted event. AIA accepts all liability for any event workers who are not identified as paid District employees. The School District employee is responsible for overseeing group activities. They must be on the premises for the duration of scheduled event. They must be able to be reached by cell phone or District radio at all times.

## **Observance of the 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. The Lessee of the facilities shall comply with all laws of the United States and the State of Arizona, and with all applicable city ordinances including rules and regulations for the facilities under the charge and control of the District. Violations by the Lessee may result in cancellation of the Agreement and discontinuance of the use of the facilities. Payment of any fines will be the responsibility of the Lessee.

To the extent Lessee's use of the facilities involves the performance of copyright protected material or the recording of such performance, Lessee agrees to obtain any necessary copyright licenses or permissions associated with such performance and any recording of such performance by the Lessee or any individual acting on behalf of the Lessee. To the extent a claim is made against the District arising out of any alleged copyright infringement as a result of Lessee's use of the facility, Lessee agrees to indemnify and hold the District harmless from any and all damages, including attorney's fees.

In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees in connection therewith in addition to the costs of the action, suits or proceeding.

## **Arbitration:**

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

## **Use of Facilities Contrary to Public or District Policy:**

Any use of the facilities which is contrary to public or District policy or not in the best interests of the District as determined by sole discretion of the Designee, or is in violation of any law, shall be a violation of the Agreement and shall be grounds for immediate revocation of the Agreement. Any performer or any other persons whose conduct is objectionable, disorderly, or disruptive to facility use or in violation of any law shall be refused entrance or shall be immediately removed from the premises.

### **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 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 Lessee, in any capacity, or a consultant to Lessee, with respect to the subject matter of this Agreement.

### **Signs, Posters and Literature:**

Lessee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. Signs, advertisements, posters, etc., must relate to the performance or exhibition to be given on the premises. The hanging of pictures, banners, or any items on walls or draperies requires written approval of the Designee. All written material and graphics shall meet both public and District policy and shall be in the best interest of the District.

Lessee shall not distribute or circulate or permit to be circulated, any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the immediate attraction. Such material must have prior approval of the Designee and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to facilities on School District property.

### **Advertising:**

All advertisements of performances and/or attractions for which an admission is to be charged, must state the total admission prices. Lessee shall not advertise any performance or the appearance of any performer, unless and until agreements between all parties involved have been properly executed prior to signing the Agreement with the District.

### **Facility Capacity:**

Persons will not be permitted inside any facility in excess of the established capacity. Site Supervisor is responsible for room capacities. Tables shall not be placed in the aisles or doorways. Enforcement of the requirement rests solely with the Lessee.

### **Termination of Agreement:**

In cases of fire, casualty or other unforeseen occurrences, which render impossible the fulfillment of an Agreement by the District, said Agreement shall be immediately terminated by the Designee. In such cases, payments shall be paid only for the time premises are actually used. The Lessee shall waive any and all claims for damages in the event of such terminations.

District may, by written notice, direct Lessee 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, Lessee shall immediately discontinue use of facility under this Agreement. Payment for use already completed or in process at the time of the notice of suspension or termination is received shall be adjusted between District and Lessee in a fair and equitable manner but shall exclude any allowance for the value of any unperformed use or anticipated profits thereon. If unexpected or unplanned District activity occurs after a facility has been scheduled for an outside agency program, the District activity will take priority. The Designee should: 1) make every effort to both inform the outside agency sponsored activity coordinator of this situation as soon as possible and preferably no later than forty-eight (48) hours before the activity is to take place; and 2) make every effort to find an alternative location for the outside agency sponsored activity, preferably forty-eight (48) hours before the activity is scheduled to take place.

The Lessee should provide the District forty-eight (48) business hours notice of any cancellation of a part of or the entire Agreement. Written notice should be made to the Designee. Failure to provide forty-eight (48) hours notice will result in a \$25.00 penalty per use. Additional security/custodial charges may apply.

### **Additional or Unspecified Items:**

The Designee reserves the right to impose any additional rules or regulations or to set special rates and use agreements, whether or not expressly provided herein, which may be necessary for the best interests of the District.

The failure of the 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 Lessee from 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.

### **Facility Rental Policies and Rules:**

All activities must be under competent, adult supervision at all times, supplied by the Lessee. The Designee and/or designated District personnel shall exercise authority over Lessee's activities and has the authority to end the activity. If adult supervision is inadequate, it shall be the responsibility of District personnel to report to the Designee in writing what the specific concerns are and a recommendation whether or not to allow any future use of facilities.

The District requires that a District employee be present and available on the premises at all times. When facilities are used by an organization during hours outside the normal workday, or during a time when a staff member is not normally present, a District employee must be present. Compensation for employees will be in addition to facility use fees. Payment to employees will be made by the District and billed to the Lessee.

The following specific rules shall be observed while using any facility and the Lessee shall be held responsible for enforcing them and for any damages growing out of any violation thereof:

- The use or possession of any form of tobacco or tobacco products in any facility or on District property is prohibited.
- The use or possession of any form of alcoholic beverages or gambling in any facility or on District property is prohibited.
- Food and drinks shall not be allowed inside classrooms, auditoriums, or gymnasiums.
- The use of any projectile devices must receive prior approval from the District Auditorium Director and/or Maintenance Supervisor. Glitter, confetti, birdseed, Styrofoam beads/particles or unauthorized smoke machines in any facility or on District property is prohibited unless prior approval has been obtained from the District and all devices are deemed safe by the Fire Department. Additionally, if any projectile devices are approved for use it will then be the responsibility of the Lessee to clean up the projectile immediately following the conclusion of their event on a daily basis. The use of open flames such as candles is not permitted.
- Persons attending functions must confine themselves to the specific part of the facility assigned in the Agreement.
- The use of school equipment or supplies shall not be permitted without permission of the Designee. Additional charges will be assessed for the use of school equipment/supplies stated in the Agreement.
- Facilities must be vacated by 10:30 p.m. unless permission is otherwise granted specifically in the Agreement. It is the responsibility of the Lessee to see that this policy is administered and to ensure the safety of all individuals attending the activity.
- Use of balloons will not be permitted without permission of the Designee. If used, balloons must be securely attached to prevent them from floating in the room, toward the ceiling or fire/smoke alarms/ detectors or obstructing doorways/windows.

### **Use of District Kitchen:**

The food service facilities are operated, supervised and maintained by the District Business Department. Maintenance and upkeep is paid with food service funds and/or allocated District maintenance funds. The area included in the Food & Nutrition's jurisdiction are the kitchen, storerooms, laundry rooms, walk-ins, staff dining room, bathroom, patio service areas, student dining rooms and any adjacent food serving areas.

Contracted use for any of the above-mentioned areas for events outside of a school scheduled meal service must be approved by the District Business Department.

Entry into the kitchen area requires an agreement with the District Business Department/FSMC (Food Service Management Company) in addition to the Facility Use Agreement. The District Business Department or designee must

participate for the purpose of opening and closing the kitchen facilities, compliance with county health code as well as clean up after the event.

Food used in the kitchen area cannot be brought from the home, donated or purchased from other than county permitted caterers or food distributor.

### **Food Events:**

Mohave County health codes must be adhered to for all events providing food free or for sale. The exception is bake sales, potlucks, and an event with totally pre-packed food. (See Mohave County Health Department restrictions at [www.co.mohave.az.us](http://www.co.mohave.az.us) )

### **District Catered Meals:**

District-catered meal events are handled by the District's Food Service Management Company. The District will contract all arrangements for such events. Catering prices can be provided by the District's Food Service Management Company and additional facility costs can be obtained through the Designee. All events are required to have a Facility Use Agreement and proof of liability insurance on file prior to the event.

### **Non-District Catered Meals:**

Organizations using the cafeteria with an outside caterer must obtain a Facility Use Agreement for use of facilities. The outside caterer must provide proof of a Mohave County catering permit, insurance certificate and adhere to health department requirements.

### **Concession Stands:**

Lake Havasu Unified School District # 1 concession facilities are the sole property of the District and insured only for District employees working at and for a school event. The District's concessions stands are only used for District events. All event coordinators are required to clean and maintain the concession facilities after each use. Glass containers and other breakable articles shall not be dispensed by the concession or vendors, nor shall they be brought on property of the school district. All portable concession or vendor booths shall be pre-assigned and approved for placement on the site property. No concession stand booths shall impede any pedestrian, vehicle, or emergency thoroughfare.

### **Use of Athletic Fields:**

Athletic fields shall not be utilized on a regular basis by outside groups; however a Facility Use Agreement may be issued for the following types of activity: Pop Warner, Little League, Football, Parks and Recreation Department Programs, and other similar organizations.

An additional charge will be assessed for night activities requiring stadium lighting. The additional cost will be listed on the Agreement. Field lights shall not be turned on for any purpose other than for sessions as provided for in the Agreement.

The District and Lessee agree to the following conditions when an Agreement is made for the use of an Athletic Field.

### **District hereby agrees:**

Field watering will be adjusted to accommodate the permitted event in accordance with the dates and times reference in the Agreement.

### **Lessee hereby agrees:**

To provide proper care and upkeep of the field and complementing facilities during the period of their use, the site principal and the Designee shall jointly determine whether proper care and policing of the field are being carried out. That restroom facilities can be made available only when a District employee is employed to open/close/clean, and as long as they are respectfully used.

That preparation of the ground for Lessee's program shall not interfere in any way with the school program at any site. Marking of lines on fields must be done with biodegradable turf paints or water-based paint, equipment provided by Lessee. Chalk may be used on fields if calcium-based. When inclement weather or wet field conditions exist the field may be closed to protect the fields and possible liability due to injury.

To return the facilities to District at the end of the season in good condition less normal wear and tear, as jointly determined by the site principal and the Designee.

To furnish all needed materials for the operation of Lessee's program without cost or obligation to the District.

That no modification of the school premises for Lessee's activities shall be made without the approval of the Designee.

No tampering with sprinkler systems on outdoor fields.

That only authorized adults shall be allowed in/on press boxes, and on photography platforms; names to be listed at the time Agreement is signed. A trained, District-approved employee must be obtained by and at the cost to the Lessee to supervise all personnel using equipment.

That there shall be no permanent type of advertising.

That public address systems, when used, shall be operated with a volume setting low enough to avoid disturbance of households in areas adjacent to the schools. Excessive loudness, unnecessary announcements, and extraneous comments are to be avoided.

That no team practice or regularly scheduled game shall begin at such time so as to interfere with the school program or will be offensive to surrounding households at any site.

### **The District and Lessee mutually agree:**

That field lights shall not be turned on for any purpose other than for sessions as provided in the Agreement.

That Lessee shall exercise no control or jurisdiction over the property of the District, the improvements, or the premises except to have policing privilege of the grounds and crowd control during the time Lessee's activities are being conducted, and except as otherwise provided herein.

That the school facilities shall be returned to the District in good condition (as judged by the site principal and Designee), not later than the day following the last scheduled game as per the Agreement (except by special permission of the Designee ).

That if the facilities have not been restored to original condition by the end of each scheduled activity, the District shall restore the facilities and the cost of such restoration shall become the financial obligation of the Lessee.

That if said obligation of Lessee (as listed in above) is not met within a reasonable time, this inaction shall constitute proper reason for disallowing future use of the facilities by Lessee.

That all other regulations of the District pertaining to Agreements issued for the use of school facilities are binding on the Lessee.

### **Auditorium Use:**

Only authorized adults shall be allowed in/on ladders, high lifts, cat walks, and on photography platforms; names to be listed at the time the Agreement is signed. A trained, District approved employee must be obtained by the Lessee to supervise all personnel using any equipment.

The Auditorium Lessee must have Workers' Compensation Insurance if Lessee's personnel will be operating equipment in the auditorium. A trained, District approved employee must be obtained by the Lessee to supervise all personnel using any audiovisual, lighting or stage equipment.

District provided Auditorium Manager would be required at any time the auditorium is in use.

### **Class Definitions:**

**Class I** – This category is exempt from facility use fees, but subject to all personnel and/or other out of pocket costs incurred by the District. This class includes but is not limited to:

- Organizations directly associated with the District and conducting activities for District school-aged children. These are organizations that do not charge fees to students. Examples include; PTA/PTO, Booster clubs, School Athletic Teams, Arizona Interscholastic Association related groups, and course related clubs such as French Club, etc.

- Volunteer groups conducting activities for District school-aged children. The persons conducting the activities are all volunteers, deriving no personal financial benefit. Examples include; Boy & Girl Scouts, YMCA, Little League, Pop Warner, community youth sports leagues, etc.
- Units or elected officials of Federal, State, or Local government, when conducting official business with the District which intergovernmental agreements have been sanctioned by the LHUSD # 1 Governing Board and signed by the Board’s designee. In determining the worth for IGA contracts, the Class III fee structure will be used to assess the value of the agreement.
- Groups or District departments conducting staff development, in-service, or other job-related training classes primarily for District personnel (such as public universities and colleges) and at the request of a District administrator. If the class was designed for District staff, but outside parties attend because of limited available openings, the function will still not be subject to rental fees if more than ninety percent (90%) of the participants are District staff.

**Class II** – This category is for non-school sponsored, nonprofit service organizations whose academic or recreational activities involve District school-age students. The involvement of District school-age students must make up 75% of the academic or recreational activity. These are organizations that do not charge fees to students for the activity or to attend the activity. The category of user will be charged a nominal facility rental fee and is subject to all personnel and out-of-pocket costs incurred by the District. Equipment rental fees apply to this category of user. Examples of this category include;

- Non-profit adult civic organizations (Rotary, Kiwanis, Lions, etc).  
Note: Requirement for this class are;
  - A) State tax identification number other than a social security number
  - B) A copy of Articles of Incorporation indicating a non-profit organization in “good standing”
- Church or religious groups that are normally housed in their own facilities are able to use District facilities on an interim basis. These circumstances require that a Facility Use Agreement be renewed every six (6) months, with a maximum of three (3) renewals.
- Home Builders Associations
- National (ASBO, ASBA, etc.) or State (MCC, NAU, etc.) educational organizations using District classrooms for instructional purposes.

**Class III** – The category is for non-profit organizations that do not meet the Class I or Class II requirements, with proof of letter of determination indicating a section 501(c)(3) status, of the Internal Revenue Code. This category of user will be charged a facility rental fee and is subject to all personnel and out-of-pocket costs incurred by the District. Equipment rental fees apply to this category of user. Examples of this category include;

- Units of Federal, State, or local government, when their use of the facility is not community or official business (i.e. fundraisers, fee activities, sponsoring another group where that group would be subject to a rental fee schedule, etc.)
- Non-profit groups (other than public schools, community colleges, or universities) conducting any in-service or job training classes to the general public and the classes are not solely for District staff.
- Political organizations or elected officials when their activities are not exclusively for community information purposes.
- Non-profit performing arts groups
- Charter schools

**Class IV** – This category of user is for all commercial, profit making individuals and organizations, regardless of the purpose for their use of facilities. This category of user will be charged a facility rental fee and is subject to all out-of-pocket costs incurred by the District. Note: Any activity of a profit making organization for the purpose of donating profit or proceeds to the District, or a public charity, does not change the rental fee rate from the Class IV schedule.

### **Procedures for Securing a Permit for Use of Facilities:**

1. A completed copy of the Facility Use Agreement for rental of District facilities of the Lake Havasu Unified School District # 1 shall be submitted to the Designee at least two weeks prior to the date of the activity.

2. The Facility Use Agreement forms are available from the Administrative Office at the District Office facility or from the District website.
3. A copy of these policies, regulations, and procedures must be given to the applicant at the time he picks up the forms. These policies, regulations and procedures are a part of the Agreement and it is essential that the applicant read them for he must state and sign that he understands and agrees to the terms and conditions.
4. The Facility Use Agreement must be filled out completely before the Designee will approve the facilities to be used.
5. A Certificate of Insurance must be obtained and presented upon approval of the Facility Use Agreement with the LHUSD # 1 identified as the additional insured party.
6. The designated administrator indicates his approval by signing in the appropriate place.
7. After the event has taken place an invoice for all charges will be issued and sent to the Lessee. The Lessee must remit payment for the use of the facility and all additional charges within fourteen (14) days of the invoice date. The Lessee may request to be invoiced electronically.
8. Payment must be in the form of Cashier's Check, Certified Check, Money Orders, or checks drawn by established organizations and must be made payable to the Lake Havasu Unified School District # 1 Civic Center Fund.

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## Facilities Fee Schedule:

Each fiscal year the fee schedule is adjusted to reflect current utility and personnel rate of pay.

District Facility	Class 1	Class 2	Class 3	Class 4
<b>Indoor Venues</b>				
Cafeteria	N/C	\$20/hr	\$25/hr	\$30/hr
Classroom	N/C	\$20/hr	\$25/hr	\$30/hr
Fine Arts Room	N/C	\$30/hr	\$35/hr	\$40/hr
Gymnasium	N/C	\$35/hr	\$40/hr	\$45/hr
Kitchen	N/C	\$40/hr	\$45/hr	\$50/hr
Library	N/C	\$30/hr	\$35/hr	\$40/hr
Wrestling Room	N/C	\$30/hr	\$35/hr	\$40/hr
<b>Outdoor Venues</b>				
Baseball/Softball Fields	N/C	\$20/day	\$25/day	\$30/day
Baseball/Softball Field Lights	\$100/per 8hrs	\$100/per 8hrs	\$100/per 8hrs	\$100/per 8hrs
Football Field	N/C	\$20/day	\$25/day	\$30/day
Football Field Lights	\$100/per 8hrs	\$100/per 8hrs	\$100/per 8hrs	\$100/per 8hrs
Track	N/C	\$20/day	\$25/day	\$30/day
<b>Auditoriums</b>				
Performing Arts Center	N/C	\$40 base* \$45 per hr**	\$50 base* \$45 per hr**	\$60 base* \$45 per hr**
Little Theater	N/C	\$40 base* \$20 per hr**	\$50 base* \$20 per hr**	\$60 base* \$20 per hr**
Dressing Rooms	N/C	\$55/day	\$60/day	\$65/day
Green Room	N/C	\$40/day	\$45/day	\$50/day
Set Storage Room	N/C	\$8/day	\$10/day	\$12/day
<b>Personnel</b>				
Auditorium Director	\$30/hr		Groundskeeper	\$35/hr
Custodian	\$30/hr		Security	Rates Vary
Food Service Worker	\$30/hr			
<b>Equipment &amp; Supplies</b>				
Grand Piano	\$100/event		Chairs	Included
Hand held mic w/stand	Included		Lecturn/Podium	\$10.00/event
Wireless mic.	\$20.00/each		Projector & Screen	\$25.00/event
Music Stands	Included		Tables	\$8 up to 3, additional tables \$2 each
Concert Shells	Included		Gaffer's Tape	\$12/roll
Choral Risers	\$15.00/event		Gels	\$9/sheet

### NOTES:

- **Additional utility charges will apply after 9:00 pm weekdays, all day on weekends, holidays and school breaks (excluding any dates previously blocked from rental times). \$40 high school, \$30 middle school, and \$20 elementary schools for air conditioning and lighting.**
- **Use of auditoriums, media centers, computer rooms, weight rooms, or kitchens will require personnel fees for the assignment of District operating staff.**

- Rooms not scheduled above will be rented at the rate of \$0.012 per square foot per hour for Class III users, Class II users at 75% of Class III rate, and Class IV at 200% of the Class III rate.
- District Athletic Director may disallow the use of fields if he/she feels the fields are not in an appropriate condition for the event.
- An outside vendor and their rates are used for security services.

**Damage or loss of equipment will be assessed as follows per piece. Please note that this list may not contain pricing for everything that could be damaged or lost. If an item is not on this list is damaged or destroyed the District will supply the Lessee a statement of repair or replacement costs for said items. It is the responsibility of the Lessee to pay for the damage or loss of equipment within 72 hours of notification.**

Hand Held Microphone \$360	Microphone Stands \$70	Black Vocal Chairs \$80
Wireless Lapel Microphone \$660	Microphone Cords \$60	Metal Folding Chairs \$15
Wireless Handheld Microphone \$610	Tables \$40	Leg Curtains \$450 each
Leg Curtains \$450 each	White Back Curtains \$1900 each	

**Denial of Future Use:**

In the event that the Lessee fails to pay any fee or other sum required to be paid by Lessee hereunder when due (within thirty (30) days of the invoice date) 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, District may immediately and unilaterally terminate this Agreement and all rights of Lessee hereunder – including any right of adjustment of amount paid hereunder. Damage or abuse of facilities is a reason for denial of future use of facilities.

**Changes to Agreement:**

The Superintendent and/or Governing Board may make changes to policies governing this agreement without prior notice. Upon said changes, Lessee will be notified by written notice. The Lake Havasu Unified School District # 1 and/or the Lake Havasu City Parks and Recreation Department reserve the right to reschedule any or all facilities for another purpose or groups should a priority arise.

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Lake Havasu Unified School District No. 1
Facility Use Application

Phone: 505-6915
Fax: 505-6999

Organization Name Responsible Person Contact Phone #

Billing Address City State Zip Code

Event Description Estimated Attendance Adults Children

Facility Location (school) Requested Event Date

Time In \*\*Include set up & tear down times\*\* Time Out

Rehearsal Time Doors Opened At Program Start Time

Areas Requested (please check all that apply):

- Baseball Field, Dressing Rooms, Green Room, Little Theater, Softball Field Lights, Baseball Field Lights, Fine Arts Room\*, Gymnasium, Performing Arts Center, Track, Cafeteria, Football Field, Kitchen, Set Storage Wings, Wrestling Room, Classroom, Football Field Lights, Library, Softball Field, Other

\* Fine Arts Rooms include; art, band, choir, and dance

Personnel Requested (please check all that apply):

- Auditorium Director, Custodian, Food Service, Groundskeeper

Equipment and Supplies

Requested (please check all that apply):

- Chairs, Gels, Podium, Choral Risers, Grand Piano, Projector & Screen, Concert Shells, Hand Held Mic, Tables, Gaffer's Tape, Music Stands, Wireless Microphone

Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105(D). Copy of liability insurance certificate must name the Lake Havasu Unified School District No. 1 as the additional insured must be attached to application.

By signing below you are acknowledging that you have read and understood the Lake Havasu Unified School District # 1 Facility Use Manual and agree to all terms and conditions stated therein. However, signing of this document does not guarantee use of requested facility. This application must be signed below by the District Designee in order to be approved.

Applicant Signature/Date

District Designee/Date

Approved Yes or No