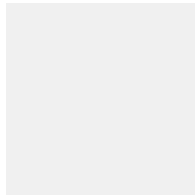


# FACILITY USE HANDBOOK

Adapted from:



Arizona School Risk Retention Trust, Inc.  
333 East Osborn Road, Suite 300  
Phoenix, Arizona 85012-2360

(602) 266-4911

Toll-free: (800) 266-4911



## **R.V.U.S.D. Request for use of School Facilities**

### **Introduction**

District-owned facilities may be made available for public use pursuant to Arizona Revised Statutes §15-1105. Many districts have adopted the spirit and intent of this law by opening district facilities to the public. In doing so, however, a district may not subject itself or its residents to liability not otherwise assumed in the normal course of operations. When districts decide to make school facilities available to the public, therefore, a process for compliance with state statute should be in place. Three key elements of a successful facility use program—compliance with restrictions on facility use for political purposes; a risk assessment evaluation; and an application procedure—are discussed below.

### **Facility Use for Political Purposes**

Arizona Revised Statutes §15-511 governs the use of school district resources or employees to influence elections. The Arizona Attorney General has also issued guidelines that should be consulted before permitting the use of college property for any political purpose. These guidelines can be viewed by clicking “Use of School District or Charter School Resources to Influence the Outcome of Elections (2004)” at this Web site: <http://www.azag.gov/SchoolGuidelines/index.html>

### **Risk Assessment Evaluation**

The recommended risk assessment evaluation should include: (1) a walk-through of the facility, permitting the district and the applicant to evaluate potential risk to event attendees and to the district as a result of the event; and (2) distribution and, as necessary, discussion of a set of guidelines designed to promote safe facility use. The guidelines should alert applicants to their responsibility to maintain a safe environment for the event and to protect the district facility. (See Attachment 1: Facility Use Guidelines, for sample guidelines.)

### **Application Procedure**

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

#### **Step 1: provide occupant with handbook**

At least 10 business days prior to the date of the event, the district should give the occupant a copy of this handbook and have the occupant follow the procedures outlined herein.

#### **Step 2: verify completion of necessary paperwork**

After the occupant has had adequate time to review the handbook, the district should verify that the following have been reviewed, completed, signed, and returned:



## R.V.U.S.D. Request for use of School Facilities

- Facility Use Guidelines,
- Facility Use General Liability Questionnaire,
- Facility Use Agreement, and
- Prospective Occupant Checklist.

The district should then sign and date the completed Facility Use Agreement. If the occupant is able to provide evidence of liability coverage, no further action is required by the district. However, the district should retain all information for Trust review in the event a claim occurs in conjunction with the use of the facility.

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

### Step 3: purchase liability coverage

Arizona Revised Statutes §15-1105 requires that occupants provide evidence of liability coverage to the district prior to facility use. Should the occupant not have the necessary coverage, it may be purchased through Entertainment Brokers International (EBI). The EBI program provides low-cost general liability insurance to third-party users of various venues and facilities. This coverage is designed to protect both the facility user and the facility itself against claims based on injury or lost property as a result of the event. (For additional details on the purchase of general liability insurance through EBI, please see Third-Party Liability Insurance at the end of this document.)

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



## **R.V.U.S.D. Request for use of School Facilities**

# **Facility Use Guidelines**

### **General Safe Practices**

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

### **Cooperation**

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

### **Facility Use Guidelines**

Facility use shall be conducted in compliance with all applicable statutes, rules, and regulations, and with district policy.

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

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

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

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

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

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

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

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



## **R.V.U.S.D. Request for use of School Facilities**

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

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

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

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

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

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

Occupant (organization) name: \_\_\_\_\_

Occupant contact name (print): \_\_\_\_\_

Occupant contact signature: \_\_\_\_\_ Date: \_\_\_\_\_



## R.V.U.S.D. Request for use of School Facilities

# Facility Use General Liability Questionnaire

District: \_\_\_\_\_

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? \_\_\_\_\_



## R.V.U.S.D. Request for use of School Facilities

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.**



## R.V.U.S.D. Request for use of School Facilities

### FACILITY USE AGREEMENT BETWEEN

**District name:** \_\_\_\_\_ Round Valley Unified School District #10 \_\_\_\_\_

**AND**

**Name of organization using facility:** \_\_\_\_\_

#### 1. PARTIES

The parties to this agreement (the "Agreement") are \_\_\_\_\_,  
hereinafter referred to as "DISTRICT", and \_\_\_\_\_,  
hereinafter referred to as "OCCUPANT."

#### 2. RECITALS

This Agreement is made based upon the following facts:

2.1 OCCUPANT has requested that DISTRICT make available the  
\_\_\_\_\_ ("FACILITY") to be used by  
OCCUPANT for occasional use as a/an \_\_\_\_\_.

2.2 OCCUPANT represents that the FACILITY will only be used for the purpose  
so stated.

#### 3. USE

When using FACILITY or any portion thereof, OCCUPANT agrees to comply with all applicable federal, state, and municipal laws and regulations, 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





## R.V.U.S.D. Request for use of School Facilities

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 by written notice to the DISTRICT to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

### 5. 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.

### 6. COMPENSATION

OCCUPANT will compensate DISTRICT for use of FACILITY as follows:

\_\_\_\_\_



## **R.V.U.S.D. Request for use of School Facilities**

### **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 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 OCCUPANT shall provide DISTRICT with a certificate evidencing that such insurance coverage is in effect.

### **8. LIABILITY AND INDEMNITY**

OCCUPANT agrees to conduct its activities in FACILITY in a careful and safe manner. As a material part of the consideration to DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, as well as injury or death to persons, related in any way to OCCUPANT's use or occupancy of any portion of FACILITY from any cause whatsoever, including when caused in whole or in part by OCCUPANT, and OCCUPANT hereby waives all claims in respect thereof against DISTRICT.

OCCUPANT shall 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 OCCUPANT 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 OCCUPANT or out of claims under similar such laws.

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

### **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



## **R.V.U.S.D. Request for use of School Facilities**

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



## R.V.U.S.D. Request for use of School Facilities

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. 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 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.

### 18. 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.

### 19. 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: \_\_\_\_\_



## R.V.U.S.D. Request for use of School Facilities

### PROSPECTIVE OCCUPANT CHECKLIST

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

Y N

1. Have you read, completed, and signed the Facility Use Agreement included as Attachment 3 to this Facility Use Handbook? Will you comply with its terms and conditions?
2. Have you read and signed the Facility Use Guidelines included as Attachment 1 to this Facility Use Handbook? Will you comply with the requirements?
3. Do you understand that you are responsible for informing all event participants of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines?
4. Have you completed and signed the Facility Use General Liability Questionnaire included as Attachment 2 to this Facility Use Handbook?
5. Do you have the necessary evidence of liability coverage?

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

If you answered “no” to one or more of questions 1 through 4, please work with district personnel to resolve any questions and complete the remaining steps.

If you answered “no” to question 5, you have the option of purchasing the necessary general liability coverage through Entertainment Brokers International (EBI). If you wish to purchase this insurance, please complete and sign the form below and return this form to the district along with a signed copy of the Facility Use Agreement, Facility Use Guidelines, and Facility Use General Liability Questionnaire. You may also apply for facility use insurance through EBI at <https://www.ebi-ins.com/tulip/>

Name of organization using facility: \_\_\_\_\_

Name of organization contact (print): \_\_\_\_\_

Signature of organization contact: \_\_\_\_\_

Date: \_\_\_\_\_



## R.V.U.S.D. Request for use of School Facilities

### THIRD-PARTY LIABILITY INSURANCE

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

Occupants may purchase coverage directly through the EBI Web site: <https://www.ebi-ins.com/tulip/>. Once payment is completed via the Web site, coverage is bound, and a certificate of insurance is issued via email to the insured, the district, and the Trust.

To obtain a copy of the general liability policy or to see a list of policy exclusions, please go to <https://www.ebi-ins.com/tulip/>, or contact EBI at (800) 507-8414 (8:30 a.m.–5:00 p.m. PST, Monday–Friday).

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

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