

**PENDERGAST LEARNING CENTER
CONFERENCE ROOMS**

**3841 N. 91st Ave.
Phoenix, AZ 85037
623 772-2203**

**OCCUPANT'S
USE OF FACILITY
MANUAL**

Table of Contents

Forward	2
Facility Use Procedures and Occupant’s Checklist	3
Facility Use Guidelines	4
General Liability Coverage	5
Facility Use Agreement	6-9

Forward

District owned facilities are available for public use pursuant to the Arizona Revised Statute §15-1105 et seq. The Governing Board has adopted the spirit and intent of this public law in making the District facilities available to the public. In doing so, however, the District cannot subject itself nor its residents to liability not otherwise assumed in the normal course of operations.

When Districts determine to make school facilities available to the public a process for compliance with State Statute needs to be in place. Two important parts of this process or “facility use program” include a risk assessment evaluation and an application procedure.

The risk management assessment evaluation should include:

- ▲ A walk-through of the facility so that the District and applicant can evaluate potential risk to the event or to the District as a result of the event; and
- ▲ A pre-use guideline summary designed to communicate the required steps that need to be taken prior to the use of a district facility. These guidelines should alert applicants to their responsibility in maintaining a safe environment for the event and in protecting the district-owned facility.

Districts who participate in conscientious efforts to limit risks greatly enhance safety factors for people who visit campuses and to facilities. Should the Occupant not have the necessary general liability coverage to comply with A.R.S. §15-1105 et seq coverage may be purchased through the Arizona School Risk Retention Trust, Inc. (Trust).

The Trust has made arrangements through St. Paul Fire & Marine Insurance Company to make General Liability Coverage available. This coverage contains exclusions, most notably for assault and battery and participants’ liability. The policy has a \$500 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 must follow the Facility Use Procedure determined by the District. All fees must be paid in advance of the use of the facility.

The Terms and Conditions of the District’s Policy, not this document, will apply to any and all Facility Use Contracts.

**FACILITY USE PROCEDURE
and
OCCUPANT'S CHECKLIST**

To be completed and signed by the Occupant. Check each box.

Y N

- 1. Read, complete and sign the Facility Use Agreement located on pages 7-10 of this Facility Use - Occupant's Manual. Will you comply with its terms and conditions?
- 2. Read and sign the Facility Use Guidelines located on page 5 of this Facility Use - Occupant's Manual? 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 evidence of liability coverage?

If you answered "yes" to questions 1-4, please sign below and return this form to the District along with the signed Facility Use Agreement and Facility Use Guidelines.

If you answered "yes" to questions 1-3 and "no" to question 4, you have the option of purchasing the necessary general liability coverage through St. Paul Fire & Marine Insurance Company. If you wish to purchase the insurance, please answer and comply with questions 5-6.

Y N

- 5. Have you completed the General Liability Coverage Questionnaire located on pages 12 and 13 of this Facility Use - Occupant's Manual?
- 6. Did the District compute the amount due and do you have a cashier's check or money order made payable to the "Arizona School Risk Retention Trust, Inc." in that amount?

Upon completion of questions 5-6, please sign below and return this form to the District along with a signed Facility Use Agreement and the Facility Use Guidelines. The General Liability Coverage Questionnaire, a copy of this Checklist, a copy of the Facility Use Guidelines and the cashier's check or money order payable to "Arizona School Risk Retention Trust, Inc." must be returned to the Trust.

Please allow up to two weeks for delivery of a copy of your evidence of liability coverage. An original evidence of liability coverage is mailed to the District in compliance with A.R.S. §15-1105 and the Facility Use Agreement.

Name of Occupant's Organization: _____

Signature of Occupant: _____

Name of Occupant (Print): _____

Date _____

PENDERGAST SCHOOL DISTRICT 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 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 and require participants to wear appropriate clothing.
3. The Occupant shall observe District vehicle parking guidelines. The Occupant shall not allow any parking in areas marked with red indicating a fire lane.
4. The Occupant shall maintain all areas used in a clean well-organized manner.
5. The Occupant shall provide adult supervision of at least one adult for each twenty (20) children attending the event.
6. Any electrical tools, appliances and extension cords used shall be in good condition and supplied by occupant. Extension cords are to be covered to avoid a trip hazard.
7. All means of access or egress shall remain free of obstruction and be identified and communicated to participants.
8. Occupant shall identify areas where travel isn't permitted and inform participants.
9. Roadway 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, use, or permit use of narcotic drugs during use of the facility.
13. Occupant shall provide adequate security personnel to ensure that these guidelines are implemented, and shall provide proof of security to the District Office 2 weeks prior to event. (Our coordinating Officer will determine how many persons will be needed to provide adequate coverage if off duty Phoenix Police is used.)
14. Occupant shall not damage the facility, the furniture or the grounds with methods of decorating. (ie nails, tacks, industrial tape, digging holes etc...)
15. Occupant shall maintain a list of emergency agencies and phone numbers available at all times.

Occupant's Signature: _____ Date: _____

Occupant's Name (Print): _____

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 member district, and all fees must be paid in advance of facility use by VISA or Mastercard credit/debit card. (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:

www.onebeaconentertainment.com/ . Once payment is complete via the Web site, coverage is bound, and a certificate of insurance is issued to the insured, the member district, and the Trust via email.

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

Both the member 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 member 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 member district and is described in the coverage summary.

The Terms and Conditions of the District's Policy, not this document, will apply to any and all Facility Use Contracts.

**FACILITY USE AGREEMENT
BETWEEN**

SCHEDULE # _____
(Internal Use Only)

PENDERGAST SCHOOL DISTRICT #92

(Name of district)

and

(Name of organization using the facility)

(Contact Name)

(Address of Organization)

(City, State, Zip)

Phone Number	Cell Number
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1. PARTIES

The parties to this Agreement are **PENDERGAST SCHOOL DISTRICT #92**, hereinafter referred to as "DISTRICT," and _____ (enter name of organization using the facility), 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 the **PENDERGAST LEARNING CENTER**,

- | | | |
|--|---|--|
| <input type="checkbox"/> PALO VERDE EAST ROOM | <input type="checkbox"/> SAGUARO ROOM | <input type="checkbox"/> MESQUITE EAST ROOM |
| <input type="checkbox"/> PALO VERDE WEST ROOM | <input type="checkbox"/> OCOTILLO ROOM | <input type="checkbox"/> MESQUITE WEST ROOM |
| <input type="checkbox"/> OTHER _____ | | |

(Check boxes of rooms that will be occupied), hereinafter referred to as the "FACILITY," to be used by OCCUPANT for occasional use as a/an _____ (enter intended use of location).

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

3. USE

When using the FACILITY or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal and city laws and regulations, and with the policies and regulations of 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 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, drink or smoking in any portion of the FACILITY without the prior written consent of DISTRICT.

4. SCHEDULING

OCCUPANT shall schedule the date, time and function of usage of the FACILITY by contacting:

Name: Alicia Mariona

Phone: 623-772-2314

After reservation has been tentatively placed, OCCUPANT shall submit **all** required paperwork and payment to confirm reservation to:

Name: Alicia Mariona

3841 N. 91st Ave

Phoenix, AZ 85037

Phone: (623) 772-2314 Fax: 623-845-6235

Said confirmation shall occur at least fourteen (14) days prior to such intended use.

Prior to such time if OCCUPANT has not scheduled AND confirmed any portion of the FACILITY for its use, then DISTRICT shall be free to use or allow others to use such unscheduled portion of the FACILITY at its discretion.

5. TERM

The term of this agreement shall commence on _____, 201__ and end on _____, 201__, at which time OCCUPANT's rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by DISTRICT, in its sole discretion. **TIMES REQUESTED: _____ TO _____.** **Occupant will be charged custodial fees for time arranged as set up and decorating times and for additional cleaning time after event has concluded. Occupant is responsible for providing all decorating needs.** **NUMBER OF PEOPLE ATTENDING _____**

6. COMPENSATION

OCCUPANT will compensate DISTRICT for use of the FACILITY to help defray the costs to the DISTRICT thereof as follows:
(A Fee estimate worksheet will be provided at the time of initial reservation)

\$300.00 Security Deposit	\$ _____	(Refundable)
Use of Facility Fees:	\$ _____	
Custodial Personnel:	\$15.00 hr. (per custodian, one custodian per 75 people)	
Insurance	\$ _____	
Total Due:	\$ _____	

A \$300.00 REFUNDABLE DEPOSIT WILL BE SUBMITTED WHEN RESERVATIONS ARE MADE. ALL OTHER FEES, PROOF OF SECURITY, & PROOF OF BARTENDING COMPANY MUST BE PROVIDED, TWO WEEKS (14 days) PRIOR TO EVENT. IN THE EVENT THESE REQUIREMENTS ARE NOT PROVIDED, THE DISTRICT CAN, AT THEIR DISCRETION, CANCEL SAID EVENT. THE SECURITY DEPOSIT, OR ANY PORTION DETERMINED BY THE DISTRICT, WILL BE RETAINED IF THERE IS DAMAGE TO THE FACILITY, TO REMOVE PRIVATE PROPERTY AFTER THE EVENT, OR TO PAY FOR TIME EXCEEDING ORIGINAL RESERVATION TIMES.
INITIAL HERE: _____

7. INSURANCE

Pursuant to A.R.S. §15-1105 et seq., OCCUPANT, agrees to procure, at its expense, and maintain during the term hereof, and thereafter—if and as necessary, 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, which insurance shall include the DISTRICT as an additional insured and be primary and non-contributing to any coverage maintained by the DISTRICT. OCCUPANT shall provide DISTRICT with a certificate evidencing that such insurance coverage is in effect. For purposes of this agreement, "occurring in connection with OCCUPANT's use of any portion of the FACILITY," means that the injury, death or property damage in question occurred because OCCUPANT and its employees, invitees, representatives and affiliates were present at or used in any manner the FACILITY. As such, this terminology shall be given the broadest reading and interpretation possible by any court of competent jurisdiction.

8. LIABILITY AND INDEMNITY

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related in whole or in part to OCCUPANT's use or occupancy of any portion of the FACILITY or any of its contents from any cause whatsoever—whether in whole or in part, and OCCUPANT hereby waives all claims in respect thereof against DISTRICT. OCCUPANT shall indemnify, defend and hold harmless DISTRICT and all of its employees, agents and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs 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 damage to any property and for injury to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives or subcontractors, or otherwise arising out of such 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.

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.

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 DISTRICT, which consent may be granted or withheld in DISTRICT'S sole 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 terminate this Agreement and all rights of OCCUPANT hereunder.

14. ARBITRATION

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S §12-1518 and §12-133, and rules promulgated thereunder.

15. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. §38-511 of the 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. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement, 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, daily direction and control of OCCUPANT or any of its employees or other personnel or the payment of salary (including withholding of income taxes and social security), workers' compensation and disability benefits for OCCUPANT and any of its 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 terms.

19. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this ____ day _____, 201__

“DISTRICT”

“OCCUPANT”

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

PHONE: _____