



# **FACILITY USE OCCUPANT'S MANUAL**



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## 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.

### 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:<https://www.azag.gov/document/school-use-guidelines-school-district-or-charter-school-resources>.

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 Entertainment Brokers International to make General Liability Coverage available. 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.

Please Note: Insurance must be purchased at least one day before the event starts.

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

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

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**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 Entertainment Brokers International. If you wish to purchase the insurance, please reference page 6.

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 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 facility.

### Facility Use Guidelines

1. Facility use shall be conducted in compliance with all applicable statutes, rules, and regulations, and with district policy.
2. The occupant shall require participants to wear appropriate clothing, and shall furnish such clothing if necessary.
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 occupied facility areas in a clean, well-organized manner.
5. If playground equipment is used, the occupant shall provide adult supervision of at least one adult for every 20 children using equipment.
6. If the property (or premises) will be used for an athletic activity, occupant shall comply with requirements of A.R.S. Section 15-341 (A)(24) regarding concussions and head injuries.
7. Any electrical tools, appliances, or extension cords used by the occupant shall be in good conditions. Extension cords are to be taped to the floor to avoid a trip hazard.
8. All means of access or egress shall be identified by the occupant and communicated to participants.
9. The occupant shall identify and inform participants of any areas in which travel is not permitted.
10. Roadways and sidewalks to be used shall be inspected by the occupant and must remain clear of obstructions during use.
11. All materials used shall be properly handled, stored, or stacked.
12. The occupant shall provide signs and markers necessary to inform participants of rules and maintain the facility in a safe manner.
13. 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.
14. The occupant shall maintain a list of emergency agencies and phone numbers at all times.
15. 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: \_\_\_\_\_

## Third-Party Liability Insurance

The policy available through OneBeacon Entertainment (OneBeacon) 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 OneBeacon website: <https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx>. VENUE ID CODE: 0524-158

Once payment is completed via the website, 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 <http://goo.gl/NmYpg8>, or contact OneBeacon 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. OneBeacon 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. OneBeacon 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.

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



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-(ALL SCHEDULING MUST BE 2 WEEKS PRIOR TO EVENTS)**

OCCUPANT shall schedule by written notice to DISTRICT to: **(NAME OF LOCATION REQUESTED)**

Name: \_\_\_\_\_  
Specific Rooms: \_\_\_\_\_

Said written notice will state the exact times during the term hereof that OCCUPANT desires to use any portion of the FACILITY. OCCUPANT shall confirm the date, time and function of usage of the FACILITY with the site Secretary. If you have any questions, please call:

Name: Regina Robles  
Phone: (623) 772-2215

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 the FACILITY prior to such time, 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 \_\_\_\_\_, and end on \_\_\_\_\_, at which time OCCUPANT's rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by DISTRICT, in its sole discretion.

**TIMES REQUESTED: \_\_\_\_\_ TO \_\_\_\_\_**  
**NUMBER OF PEOPLE ATTENDING \_\_\_\_\_**  
**DAYS/DATES-Individual dates or every \_\_\_\_\_ day of every month/week**

**6. COMPENSATION**

OCCUPANT will compensate DISTRICT for use of the FACILITY to help defray the costs to the DISTRICT thereof as follows:

Use of Facility Fees: \$  
Charges for personnel services: \$  
Equipment charges: \$

**ALL FEES MUST BE PAID PRIOR TO EVENT. IN THE EVENT THESE FEES ARE NOT PAID, THE DISTRICT CAN, AT THEIR DISCRETION, CANCEL SAID EVENT. (SEE FEE SCHEDULE FOR PRICING.)**

**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.

Unless agreed to in writing prior to use of the FACILITY, OCCUPANT understands that the DISTRICT will not provide security services for OCCUPANT's personnel, volunteers, and invitees during the use of the FACILITY. Accordingly, absent a written agreement to the contrary, OCCUPANT agrees and acknowledges that the DISTRICT is not responsible for protecting OCCUPANT's personnel, volunteers, and invitees from threats, assaults, criminal acts, intrusion, terrorist or other attacks, acts of violence, and other similar incidents or risks of harm or injury. Moreover, OCCUPANT agrees and acknowledges that the DISTRICT is not responsible for the loss, damage, or theft of property belonging to or brought to the FACILITY by OCCUPANT or OCCUPANT's personnel, volunteers, and invitees. Accordingly, OCCUPANT agrees to defend, indemnify, and hold the DISTRICT and its representatives harmless in connection with any and all claims asserted by or on behalf of OCCUPANT and/or any personnel, volunteers, and invitees of OCCUPANT relating to injury to person or property occurring because of, during, or in connection with the use, occupancy, and/or presence of anyone or anything in or upon the FACILITY, whether or not such injury is alleged to be the fault of the DISTRICT—in whole or in part.

#### **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 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 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 and unilaterally terminate this Agreement and all rights of OCCUPANT hereunder—including any right of adjustment of amounts paid hereunder.

**14. ARBITRATION**

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

**15. CONFLICT OF INTEREST**

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of Arizona Revised Statutes, without penalty or further obligation on the part of DISTRICT, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of DISTRICT is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of OCCUPANT, in any capacity, or a consultant to OCCUPANT, with respect to the subject matter of this Agreement.

**16. 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, 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 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: \_\_\_\_\_

**DISTRICT** \_\_\_\_\_

**EMERGENCY NUMBERS**

**POLICE:** \_\_\_\_\_

**FIRE:** \_\_\_\_\_

**AMBULANCE:** \_\_\_\_\_

**DISTRICT CONTACT: (623) 772-2255**

**OTHER:** \_\_\_\_\_

**PLEASE POST IN A HIGHLY VISIBLE LOCATION**

