

Terms and Conditions for Facility Use

By submitting this request and clicking the "I agree" checkbox at the bottom of these Terms and Conditions, the requesting organization/group ("Organization"), by and through its legal agent, hereby agrees to all of the terms and conditions contained herein.

INSURANCE

A certificate of insurance for General Liability Insurance and Worker's Compensation Insurance shall be uploaded to this program, faxed or mailed directly from Organization's agent or insurance company to FUSD Attn: Elaine Keller at 3285 E. Sparrow Avenue, Flagstaff, AZ 86004.

Liability insurance coverage in the minimum amount of \$2,000,000 combined single bodily injury and property damage and naming the District as Certificate Holder and **Additional Insured** is required by the school district.

REQUESTS FOR SCHOOL USE

All requests for use of school facilities should be made through the school which has the facilities desired and be approved by the designated District Administrator. Requests should normally be received no less than 10 days prior to the date of use.

The District reserves the right to assign and reassign facilities as necessary, at District's sole discretion, without any liability to Organization.

RESTRICTIONS AND REQUIREMENTS FOR USE

School premises will not be available on such occasions or during such hours that interfere with the regular functions of the school. All permits will be issued for specific rooms and specific hours.

Organization must ensure that all persons entering or using the facility during Organization's scheduled use periods do not enter any other part of the school or other District property other than the specifically assigned facility and appurtenant restrooms and hallways. It shall be the responsibility of Organization to see that unauthorized portions of the building are not entered or used and that the premises are vacated as scheduled. The school employee who is normally in charge of the specified property and equipment shall be available during such time the facilities are in use.

When using the assigned facility, or any portion thereof, Organization agrees to comply with all applicable state, federal, and city laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of the facility. Organization 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 Organization's use thereof. Organization shall not use or allow any portion of the facility to be used for any unlawful purpose. Organization 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 the District or Organization. Organization 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.

Organization agrees to inspect the assigned facility, including all fixtures and equipment, at the beginning and end of each scheduled use period, and promptly report to the District any needed repairs, safety concerns, or damage to the facility.

Organization shall be responsible for providing any equipment, supplies, and materials necessary for Organization's activities, including office supplies, maintenance materials.

Organization agrees to bear all risk of loss and liability arising from or relating to Organization's use of the facility during the period of time assigned for Organization's use.

INDEMNIFICATION

Organization agrees to conduct its activities in the facility in a careful and safe manner. As a material part of the consideration to the District, Organization hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to Organization's use or occupancy of any portion of the facility from any cause whatsoever, and Organization hereby waives all claims in respect thereof against District. Organization shall indemnify, defend, and hold harmless the 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 attorneys' fees and litigation expenses, which may be brought or made against or incurred by the District arising out or relating to Organization's use of the Facility, Organization's breach of any of its responsibilities and covenants specified herein, or any act or omission by Organization, its employees, agents or representatives. Organization's obligation under this Section shall not extend to any liability caused by the sole negligence of District or its employees

ADULT SPONSORSHIP

All juvenile organizations or groups seeking use of school premises must have adult sponsors present at all functions.

PROTECTION OF SCHOOL PROPERTY

School property must be protected from damage and mistreatment, and ordinary precautions for cleanliness maintained. Organization shall be responsible for the condition in which it leaves the school building. If the building is damaged or abused beyond normal wear and tear during Organization's assigned period of use, Organization agrees to pay all costs for repairing such damages.

TOBACCO ALCOHOL AND OTHER DRUG USE IS PROHIBITED

State law requires that the public be notified at the beginning of all events held on District property that the use of tobacco, alcohol and other drugs is prohibited on District property at all times.

FEES

Fees shall be assessed in accordance with the FUSD Facility Use Fee Schedule.

The District may request fees in advance.

CANCELLATION

In the event there is a cancellation, requests must be cancelled 5 **business** days prior to the requested date by accessing the request on online system and cancelling dates. Any cancellation not submitted 5 business days in advance will be subject to a fee.

For long-term facility use agreements, 30 days' written notice is required for cancellation, unless the terms of the long-term agreement specify otherwise. **LONG TERM AND/OR ONGOING USE OF FACILITIES EXPIRE ON JUNE 30 OF EACH YEAR.**

OUTDOOR FACILITIES

1. No cars, motorbikes, bikes, or skateboards are allowed on the courts or athletic fields.
2. Baseball backstops are not to be moved.
3. Organization shall have a clean-up committee to police the grounds of all trash and debris; otherwise it will be necessary to assess the organization for the costs of clean-up.
4. If concessions are open, trash cans shall be provided by Organization.
5. Bleachers are not permitted without approval of the school administration.
6. Due to the physical layout of certain schools, a full-time custodian must be employed if restrooms are used. If extra custodial help is needed, costs will be charged to Organization. Please check with school personnel.

MEDIATION

In the event of a dispute hereunder, the parties agree to make a reasonable effort to resolve such dispute by mediation, or by another informal method of dispute resolution which provides the most efficient, prompt, fair, and inexpensive resolution of the dispute.

AUTHORITY

The individual agreeing on behalf of Organization hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Organization and that this Agreement is binding upon Organization in accordance with its terms.

ENTIRE AGREEMENT

This Agreement embodies the entire contract between the District and Organization. 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 terms of this Agreement shall not be valid unless in writing signed by both parties.