

AGREEMENT AND APPLICATION FOR USE OF FACILITIES DEER VALLEY UNIFIED SCHOOL DISTRICT NO. 97

 $\begin{array}{c} 20402~N~15^{TH}~Ave,~Phoenix,~Arizona,~85027 \\ 623-376-3916 \end{array}$

Deer Valley Unified School District		School Requ	ested:			
Finance Department 20402 N. 15 th Avenue Phoenix, Arizona 85027 623-445-4922		Today's Date	o:			
Please return all contracts to the						
Community Education Building at	the location a	bove		Class I	Class II	Class III
Name of Club/Organization:		Phone:				
Responsible Party:						
Address:		C	City:		Zip:	
Email:	Title: Title: Approximate Number of Participants:					
(Separate forms must be submitted	for rehearsals	and performan	ces)	oximate Nume	er of Participa	ants:
Dates Requested:t Rooms/Areas Requested (circle al Hours: froma.m./p.m. Other Equipment Needed:	l that apply): (to	Cafeteria/MPR a.m./p.m.	Auditorium *Please in	Classrooms clude set up/t	# Othe ake down tim	er e*
Facility Used	•	Rate Hours U		Utility		
	\$	X			= \$	
	¢	v			= \$	
	Φ	X			= \$ = \$	
	\$	X			= \$	
					= \$	
	\$	X		=	= \$	
	4			X=		
District Employee (Custodial):	\$	X _	Hours Used = \$			
District Employee (Technical): Technical Student: # of		XHours Used = \$ XHours Used = \$				
Technical Student: # 01	А Ф	A	Hou	irs Useu – p		_
				TC	TAL \$	
** \$25.00 fee may be charged for	any changes	or cancelation	s to a contract	that has alre	ady been ap	proved
** All uncollected invoices will b						
** If you are calculating your ow the DVUSD website at DVUSD.C		e make sure to f	follow the curr	ent DVUSD	Fee schedule	located on
the D v OSD website at D v OSD.	/KG					
*All applicants must become familiar with and agree				e of the Deer Valley	Unified School Distr	rict concerning the
public use of school facilities. It is the renter's response	nsionity to maintain	the facility in its origina	u condition.			
Applicant Signat						

RULES AND REGULATIONS

An insurance certificate in the amount of one million (\$1,000,000) dollars must be submitted to and approved by the District before the facility may be used. The certificate must list DVUSD as additional insured.

LIABILITY

Each party agrees to defend and hold harmless the other party from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct or other fault of each party's officers, officials, agents, employees or volunteers.

Please read and adhere to the following procedures and make certain that all members of your group are familiar with them. Your cooperation will help us in keeping the facilities as safe and clean as possible.

<u>Facility Provided "As Is"</u>: OCCUPANT understands and agrees that the DISTRICT does not, and will not, warrant the suitability or safety of the FACILITY, or any of its contents, for the specific purpose(s) for which OCCUPANT intends to use it or for any purpose. As such, OCCUPANT accepts full responsibility for acceptance of the FACILITY as presented.

- 1. Persons attending special functions shall confine themselves to the specific part of the facility assigned in the agreement.
- 2. No alterations may be made to any facility without prior approval.
- 3. All participants are expected to be respectful and courteous at all times.
- 4. Neither the DVUSD nor the school site shall incur any expense due to the use of materials or equipment. Any person or agency using such materials or equipment that is lost or damaged during such period of use shall be responsible for reimbursement or replacement.
- 5. No persons on or using school property for any purpose shall engage in unlawful use, possession, distribution, or sale of tobacco, alcohol, drugs, weapons, or other illegal contraband on District property or at school sponsored events.
- 6. The users shall pay all costs, waive any claim against the district, defend, save and hold harmless the District, its agents and employees for any damages to property or injury to persons occasioned by or in conjunction with the use of facilities.
- 7. The cost of additional security or personnel that the user group feels is necessary for the safety of its employees, volunteers, or guests, will be at the expense of the user group.
- 8. All properties are to be left in the same condition as received. All items must be returned to the original location and be correctly put away.
- 9. Applicant agrees to abide by the financial fees and arrangements stipulated when reserving any school facility.
- 10. District or school-sponsored activities take precedence over all other activities.
- 11. Additional conditions may apply.
- 12. No food or drink allowed in any of our hard wood floor gyms.

CLASS DEFINITIONS

CLASS I

This category of user is exempt from facility rental fees, but subject to all personnel and/or other out of pocket costs incurred by the District. This class includes:

- 1. Organizations directly associated with the District and conducting activities for District school-age children. These are organizations that do not charge fees to students. Examples include PTA/PTO, Booster Clubs, School Athletic Teams, Arizona Interscholastic Association, Deer Valley Education Association, Arizona, Music Educators Association, Arizona Band and Orchestra Directors Association, and course-related clubs such as French club, etc.
- 2. Units, or elected officials, of Federal, State or Local Government, when conducting official business with the District for which reciprocal agreements have been executed.
- 3. Departments conducting staff development, in-service or other job related training classes primarily for District personnel, at the request of a District administrator

CLASS II

Note: Requirements for this class includes proof of non-profit status. This category of user is also subject to all personnel and out-of-pocket costs incurred by the District. Equipment rental fees apply to this category of user. Included in this class are:

- 1. Non-profit youth organizations (i.e., Boys/Girls Club, YMCA, Scouts, Little League, Pop Warner, etc) with the exception of Charter and Private Schools
- 2. Churches and Religious Groups
- 3. Homeowner's Associations
- 4. National or State Educational organizations using District classrooms for instructional purposes

CLASS III

- 1. Groups who do not qualify under Class I or Class II
- 2. All commercial, for profit—making individuals and organizations, regardless of the purpose for the use of facilities
- 3. All Charter and Private Schools

Note: Any activity of a profit-making organization for the purpose of donating profits or proceeds to the District, or public charity, does not change the rental fee rate from the Class III schedule.

Fee Schedule: (Rates are subject to change upon notification). A \$27.00 PER HOUR PERSONNEL FEE IS CHARGED FOR HOURS OUTSIDE THE NORMAL WORKING HOURS, OR WHEN SPECIAL SET-UP/CLEAN UP IS REQUIRED. ADDITIONAL FEES MAY BE CHARGED DEPENDING ON EQUIPMENT, SPECIAL EMPLOYEE COSTS AND UTILITY USAGE.

FEE SCHEDULES ARE AVAILABLE ON-LINE AT WWW.DVUSD.ORG OR CAN BE REQUESTED BY CONTQACTING THE COMMUNITY EDUCATION DEPARTMENT 7071 W Hillcrest Boulevard, Glendale, AZ, 85310.

All uncollected invoices will be sent to collections after 90 days.

All contracts are subject to cancellation if at any time the above Rules and Regulations are not being met