

## COMMUNITY USE OF SCHOOL FACILITIES

### APPLICATION AND LEASE AGREEMENT FOR COMMUNITY USE OF DISTRICT FACILITIES

#### Part One: Required Applicant Information (Completed by applicant)

*Request to use PUHSD facilities must be initiated at least 10 business days prior to the use date(s) requested.*

Organization \_\_\_\_\_ Date of Application \_\_\_\_\_

Designee 1 \_\_\_\_\_ Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

Designee 2 \_\_\_\_\_ Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ ZIP \_\_\_\_\_

**Select One:** For-profit  Not-for-profit

*Non-profit organizations must submit supporting documentation from the IRS with this application.*

**Insurance:** Lessee must submit Certificate of Liability Insurance providing the coverage described in the Terms of the Lease Agreement. In addition, any third party (e.g., subcontractor) employed or sponsored by lessee must be specifically named as an insured in the Lessee's Certificate or must provide own Certificate.

Will you be employing/sponsoring any third parties as part of your activities? No  Yes  If "Yes", provide name and purpose: \_\_\_\_\_

Specific purpose of lease \_\_\_\_\_

Are you charging an admission fee? No  Yes  For what will the proceeds be used? \_\_\_\_\_

Are you charging a participation fee? No  Yes  For what will the proceeds be used? \_\_\_\_\_

Are you requesting that the District provide catering services? Yes  No  Est. # of People Attending: \_\_\_\_\_

Are you requesting permission to prepare and/or serve food (including beverages), other than food that is provided in a closed package or container, during this activity? Yes  No

#### Details of Facility Use Request

Date(s)	Day(s)	Time(s) MUST include set-up/clean-up	School Name	Space (Room, field, etc.)	Age Group	Estimated Number of Participants	Restrooms
							Y N
							Y N
							Y N
							Y N

Authorized Signature of Representative (must be signed): \_\_\_\_\_

#### Part Two: For School Use Only (Approval Decision by the Unit Administrator)

Application is: Approved  Approved in Part  Disapproved

Comments: \_\_\_\_\_

Signature of Principal/Principal's Designee \_\_\_\_\_ Date: \_\_\_\_\_

## COMMUNITY USE OF SCHOOL FACILITIES

### Definitions

This section contains definitions of terms used in this Application and Lease Agreement for Community Use of District Facilities.

1. **Designee**, as used herein, refers to the Facilities Rental Coordinator for the Phoenix Union High School District, who manages the responsibilities of renting District facilities to Lessees.
2. **District**, as used herein, means the Phoenix Union High School District.
3. **Governing Board**, means the Governing Board of the Phoenix Union High School District.
4. **Lease Agreement**, as used herein, means the Application and Lease Agreement for Community Use of District Facilities; this is the document used to record a request for the use of school facilities, and the written agreement signed by the Applicant and the District, to allow the use of such facilities.
5. **Lessee**, as used herein, means any person, firm, association, organization, partnership, company or corporation who has entered into a Lease Agreement with the Phoenix Union High School.
6. **Property, Facility and Premise**, are used herein synonymously.

**Authority and General Requirements.** Arizona Revised Statutes (A.R.S) § 15-1105 allows and defines the lease of school district facilities by non-District entities. It is the policy of the Governing Board to grant the use of school facilities to responsible and properly organized community groups for the purpose of education and civic welfare. Such use shall not interfere with any school activity. The Governing Board has designated the Facilities Rental Coordinator to negotiate and ensure that appropriate documentation is prepared. No District facility will be made available until the appropriate forms are properly executed. The principal/principal's designee of the school may deny rental requests that are not appropriate or timely.

**General Safe Practices.** Phoenix Union High School District is committed to providing a safe and secure environment for students, employees, and anyone on our premises. Lessee shall adopt and follow safety measures during its operations while using the facilities of the District. Lessee is expected to cooperate with District personnel to promote safe operations. Lessee should review the Terms of the Lease Agreement and any additional safety and security recommendations with District personnel prior to the use of the facilities.

**Multiple Requests.** When more than one (1) applicant requests the use of a facility for the same time, the applicant filing first shall be given first consideration.

**Terms of the Lease Agreement.** By signing the Application and Lease Agreement for Community Use of District Facilities, the Applicant/Lessee agrees to the following:

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1. **Indemnification.** Lessee agrees to conduct its lease activities in the District facilities in a careful and safe manner. As a material part of the consideration to the Phoenix Union High School District, Lessee 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 Lessee's use or occupancy of any portion of the District's facilities from any cause whatsoever, including when caused in whole or part by Lessee, and Lessee hereby waives all claims in respect thereof against the District. To the extent allowed by law Lessee shall indemnify, defend, and save harmless the Phoenix Union High School District and all of its employees, agents, and representatives from any and all claims, notice of claim(s), demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District, on account of loss 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 of Lessee or its employees, agents of the Lessee, representatives, invitees, or subcontractors, or arising in whole or in part out of its and/or their use of the District facilities, or arising in whole or in part out of workers' compensation claims or disability compensation claims of employees of the Lessee or out of claims under similar such laws.
2. **Mandatory Liability Insurance.** Pursuant to A.R.S. § 15-1105, Lessee agrees to procure and maintain, at its own expense and for the entire lease period, a policy of general liability insurance, against claims for bodily injury, death, and property damage in conjunction with Lessee's use of any District facility, or the contents of any District facility, which insurance shall name the Phoenix Union High School District No. 210 as an additional insured and be primary and non-contributing to any coverage maintained by on behalf of the District. Such insurance must be provided, unless waived by the District when use is in conjunction with a District activity. Such insurance shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence, and Lessee shall provide the District with a certificate of liability insurance evidencing such insurance coverage is in effect. Any subcontractor or other third party sponsored by the Lessee must either be named specifically on the Lessee's Certificate as an "insured" or provide a separate Certificate identifying itself as an insured.
3. **District Personnel.** An employee of the Board must be on duty whenever a school building is used by an organization or group unless prior approval for other arrangements has been granted. Lessee shall employ, through the Phoenix Union High School District and at the Lessee's expense, security, custodial, and other personnel as required and approved by the District. The District shall pay all wages earned by any on-duty District employees working during a lease. The District shall collect the funds to pay District employees from the Lessee as out-of-pocket personnel costs in accordance with the District's School Facilities User Fees. No District employee will receive payment directly from a Lessee, with the exception of Arizona Interscholastic Association (AIA) post-season playoff games with a permit.
4. **Assignment and Subletting.** Lessee shall not have the right to assign the Lease Agreement or allow any other person or entity to use or occupy any of the District's facilities without prior written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion.

## COMMUNITY USE OF SCHOOL FACILITIES

5. **Waste or Nuisance.** Lessee agrees not to commit any waste or nuisance on District property or subject District property to any use that would damage any portion of the property or raise the cost of or violate any insurance coverage maintained by the District.
6. **Cash Bond.** The District reserves the right to require, if it should deem it necessary, a cash bond of five hundred dollars (\$500), or more to cover possible damage to, or loss of District property (e.g., equipment, furniture, or facility) occurring as a result of the lease. This shall be in addition to any other lease-related charges.
7. **Care of District Property**
  - a. Lessee agrees to take good care of all District property and to leave the property in as good order and condition as existed prior to the Lessee's use thereof.
  - b. Lessee agrees to be responsible for the costs of repair and/or replacement, at the District's absolute and sole discretion, of any and all damage to, or loss of, District property (e.g., equipment, facilities or supplies) caused by the Lessee during the lease period, normal wear and tear excepted.
8. **Alteration of Lease Components.** Lessee agrees to take the lease components in the condition in which they exist at the beginning of the lease period. Lessee agrees not to make any changes or alterations to the lease components without prior written approval of the District. The District shall charge the Lessee for, or require the Lessee to otherwise pay for, both the cost of making any approved changes and the cost of the return of the lease components to their original condition at the end of the lease period. The charges may include an increased facility use fee resulting from an extension of the lease period and out-of-pocket costs for equipment, personnel and/or supplies.
9. **Governing Law and Compliance with Laws and Directives**
  - a. The Lease 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. Lessee agrees to comply with the laws of the United States of America, statutes of the State of Arizona, and county and municipal ordinances, including rules and administrative regulations under the charge and control of the Phoenix Union High school District. Lessee agrees that violations of these may result in suspension or termination of the Lease Agreement and denial of future use of District facilities.
  - b. Lessee agrees to pay any fine resulting from illegal activity during a lease period.
  - c. Lessee agrees to prevent the use of District property for any unlawful purpose.
  - d. Lessee agrees to comply with all applicable federal or state directives (e.g., statutes, regulations, and rules) prohibiting discrimination on the basis of race, religion, color, sex, national origin, disabilities, age or other classification.
10. **Arbitration.** In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S. § 12-133 and A.R.S. § 12-1518 and rules promulgated thereunder. To the extent that arbitration is not required under the above-referenced laws, then the parties agree to submit any dispute hereunder for adjudication by Arizona's state courts.
11. **Suits/Attorneys' Fees.** In the event of any action, proceeding, or suit arising from or based upon this Lease Agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees in connection therewith in addition to the costs of that action, proceeding, or suit.

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12. **Copyright Protection.** To the extent that Lessee's use of the facility involves the performance of copyright-protected material or the recording of such a performance, Lessee agrees to obtain any necessary copyright licenses or permissions associated with such performance and any recording of such performance by the Lessee or any individual acting on behalf of the Lessee. To the extent a claim is made against the District arising out of any alleged copyright infringement as a result of Lessee's use of the facility, Lessee agrees to indemnify and hold the District harmless from any and all damages, including attorneys' fees.
13. **Credentials, Inspections and Violations**
  - a. Lessee agrees to obtain any credentials (e.g., permits or licenses) its agents, employees, representatives, or subcontractors are required (e.g., by administrative regulation, law, ordinance, or statute) to have.
  - b. Lessee agrees to allow monitoring and verification of its activities by the appropriate authority (e.g., inspectors from the Maricopa County Environmental Health Division or the Fire Marshall). Lessee agrees to comply with any requirements (e.g., the payment of fines) of, and correct any violations reported by monitoring agencies.
14. **Conflict of Interest.** The parties understand that the Lease Agreement is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the District, if any person significantly involved in creating, drafting, initiating, negotiating, or securing the Lease Agreement on behalf of the District is, at any time while the Lease Agreement or any extension hereof is in effect, an agent or employee of the Lessee, in any capacity, or a consultant to Lessee, with respect to the subject matter of the Lease Agreement.
15. **Facility Capacity.** Permission shall be denied for activities that would exceed the capacity of the facility or be in violation of fire or safety regulations. It shall be the responsibility of the Lessee to make appropriate members familiar with the use of fire and other safety devices and procedures.
16. **Issuance of Keys.** The issuance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the principal's responsibility to issue and retrieve facility keys according to the District key-control procedures.
17. **Default.** In the event that the Lessee fails to pay any fee or other sum required to be paid by Lessee hereunder when due or otherwise fails to comply with or observe any other provisions of the Lease Agreement, in addition to any other remedy that may be available to the District by reason of such failure, whether at law or in equity, the District may immediately and unilaterally terminate the Lease Agreement and all rights of Lessee hereunder – including any right of adjustment of amounts paid hereunder.
18. **Denial of Future Use**
  - a. Failure to pay any charges required to be paid by Lessee when due, or failure to comply with or observe any other provisions of the Lease Agreement, may result in the denial of future use of District facilities.
  - b. Damage or abuse of facilities is a reason for denial of future use of facilities.
  - c. Failure to comply with the conditions of lease as found in Governing Board policies and the District's Lease Agreement procedures may result in the denial of future use of District facilities.

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19. **Machinery, Flammable Liquids, and Electricity.** No person shall erect any engine, motor or other machinery on the premises, nor use any gas, electricity, flammable liquid, or charcoal, therein without prior written approval of the District's designee. All District equipment must be operated by District personnel approved by the designee at the expense of the Lessee.
20. **Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies**
- a. No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, fire lanes or hydrants, lighting fixtures, or ways of access to the public utilities of the premises shall be obstructed or caused to be obstructed, or caused to be used for any purpose other than that originally intended by the District. The Lessee shall pay for any damage as a result of misuse of any portion of the premises.
  - b. No automobiles, motorcycles or vehicles of any kind will be permitted on school grounds except in designated parking areas.
21. **Advertising of Lease Activities**
- a. The District is not responsible for the advertisement or dissemination of information about lease activities.
  - b. Lessee shall not advertise any performance or the appearance of any performer, unless and until the Lease Agreement has been properly executed.
22. **Signs, Posters, and Literature.** Lessee shall not post or permit to be posted any sign upon the premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. Signs, advertisements, posters, etc., must relate to the performance of exhibition to be given on the premises, and may be posted only on billboards provided for such use. The hanging of pictures, banners, or any items on walls or draperies requires written approval of the District. All written material and graphics shall meet both public and or District policy and shall be in the best interests of the District.
23. **Non-District Property**
- a. Lessee agrees not to ship or deliver to the District any property without the written permission of the District's designee. The District shall not receive such property until Lessee has made proper arrangements for receiving, handling and storage of such material. The District shall not be liable for any damage, injury of any kind to, or loss of, property of the Lessee that is shipped or delivered to, or stored in or on, any District property.
  - b. Lessee agrees to remove all personal property from District property immediately upon completion of the lease period, unless the Lessee has made alternate prior written arrangements with the District. Under no conditions will the District assume responsibility for the Lessee's personal property before, during or after a lease period.
  - c. The District shall assume no responsibility for losses suffered by the Lessee, or the Lessee's agents, employees, representatives or subcontractors, resulting from the theft or disappearance of articles, equipment, or personal property.

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- d. The District shall have the right to collect, maintain custody of, and dispose of non-District property left on District property by the Lessee, lease participants, and the Lessee's agents, employees, representatives or subcontractors. The District shall maintain custody of such non-District property for thirty (30) days and then disposed of in the District's absolute and sole discretion.
  - e. The District shall consider abandoned any property left on District property and unclaimed for more than ten (10) days after the end of the lease period. The District shall dispose of such abandoned property at its absolute and sole discretion.
24. **Relationship of Parties.** The parties agree that neither Lessee nor any employees or other personnel of the Lessee will for any purpose be considered District employees, and with respect to the Lessee and any employees or other personnel of the Lessee, the District shall not be responsible in any manner for the supervision, direction, and control of Lessee and/or any of its employees or other personnel, the payment of salary (including the withholding of income taxes and social security taxes) of any such employees or other personnel, and/or the provision of workers' compensation and disability benefits for any such employees or other personnel.
25. **Removal Due To Misbehavior.** Any performer or other person whose conduct is objectionable, disorderly or disruptive to the mission of the District, or in violation of any law, shall be refused entrance or shall be immediately removed from District property.
26. **Special Interest Groups.** Setup and rearranging of chairs, etc., is the responsibility of the Lessee. The storing of paraphernalia may be a part of the Lease Agreement, contingent upon space availability at the designated site. A fee shall be charged for the storage of equipment/paraphernalia. The fee shall be based upon the monthly cost per square foot of space utilized.
27. **Suspension and Termination.** The District may direct Lessee to suspend its use of the District facilities for such period of time as may be determined by the District to be necessary or desirable. Upon receipt of such suspension and/or termination notice, Lessee shall immediately discontinue use of the District's facilities under the Lease Agreement. Payment for use already completed or in progress at the time of the notice of suspension or termination is received shall be adjusted between the District and Lessee in a fair and equitable manner but shall exclude any allowance for the value of any unperformed use or anticipated profits thereof.
- a. **Unforeseeable Circumstance.** The District may suspend or terminate a Lease Agreement when unforeseeable circumstances (e.g., casualty, fire or natural disaster) prevent the fulfilling of its terms. In such cases, the District shall charge the Lessee only for the actual use of lease components. Lessee agrees to waive any and all claims for damages or loss in the event of such a suspension or termination.
  - b. **Inadequate Adult Supervision.** The District may suspend or terminate immediately a Lease Agreement if the Lessee does not provide adequate and competent adult supervision of minor lease participants or if minor lease participants do not comply with the District's student conduct guidelines (e.g., "Student Procedures Handbook").

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- c. **Unexpected or Unplanned District Need.** If an unexpected or unplanned District need to use a lease component occurs, the District need shall take priority. In such cases, the District's designee shall, as soon as possible and preferably no less than two (2) business days prior to the scheduled start of the lease activity, make every effort to inform Lessee of this situation and find an alternative location for the scheduled lease activity.
- d. **Violation of Public or District Policy.** Any use of District property that is contrary to public or District policy or is not in the best interests of the District, as determined in the absolute and sole discretion of the District, or is in violation of any law, shall be a violation of the Lease Agreement and shall be grounds for immediate suspension or termination of the Lease Agreement.
- e. **Lessee Cancellation.** Lessee agrees to provide the District with written notice of suspension or termination of part or all of a Lease Agreement no later than three (3) school days prior to the start of the activity. Failure to provide this notice shall make the Lessee liable for out-of-pocket personnel costs.
- f. **Notification by District.** The District reserves the right to suspend or terminate the use of a facility on any date specified in a Lease Agreement at any time prior to the scheduled use by notifying the Lessee through any means (e.g., telephone, electronic mail, messenger, or mail).
- g. **Refund by District.** The District reserves the right to refund any payment made in advance for a lease if the Superintendent or Governing Board decides that the use is not in the best interests of the District.
- h. **Re-Leasing.** The District reserves the right to re-lease any lease component that becomes available during any lease period, e.g., because a Lease Agreement has been suspended or terminated by the District or the Lessee. If the District re-leases a facility because of the default of a Lessee, the District shall retain the portion of charges paid in advance by the Lessee that are required to cover out-of-pocket costs incurred by the District due to the lease.
- i. **Retention of Payments.** The District reserves the right to retain the portion of any payment that is required to cover out-of-pocket costs the District incurs in anticipation of a lease that the Lessee suspends or terminates, or causes to be suspended or terminated, in whole or part.

### 28. Payment of Anticipated Lease Charges

- a. In order to confirm a lease and become a "Lessee", an Applicant must make full payment by the due date with a cashier's check, certified check, money order or check drawn by an established organization, payable to Phoenix Union High School District.
- b. If an Applicant fails to make a full payment by a due date, the District's designee shall consider the Application as void and shall make the lease components available to other Applicants.

### 29. Payment of Unanticipated Lease Charges

- a. Unanticipated lease charges are charges resulting from a lease that are not based on the information provided by the Lessee in the Application.
- b. The District shall calculate unanticipated lease charges after the lease period. Unanticipated lease charges may include:
  - i. facility use fees (e.g., for use of the facility before or after the scheduled times, or for use of a facility that was not included in the Application);



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- ii. out-of-pocket costs [e.g., for equipment (lease, repair or replacement), or personnel costs not included in the anticipated lease charges].
  - c. The District's designee shall bill the Lessee for any unanticipated lease charges.
30. **An Applicant/Lessee has responsibility for the following:**
- a. Before signing a Lease Agreement, becoming knowledgeable of and agreeing to comply with applicable Governing Board policies, regulations and exhibits, and procedures;
  - b. Prior to or at the beginning of the lease period, inspecting the lease components and notifying the District in writing of any observed damage, or any safety concerns;
  - c. Assuring compliance by all lease participants (e.g., agents, employees or representatives of the Lessee; guests, invitees or patrons of the Lessee; and/or subcontractors of the Lessee) with applicable Governing Board policies, including related regulations and exhibits, procedures, ordinances (e.g., pertaining to occupant loads), statutes and laws.
31. **Use of District Kitchens.** For use of the cafeteria for the serving of food and/or the use of kitchen facilities, special arrangements must be made with the District's Division Manager of Food Services at least two weeks prior to the date of activity. Charges for food served and/or staff necessary to serve food will be applied to the Lease Agreement.
32. **Auditorium Use**
- a. Only authorized adults shall be allowed in/on ladders, high lifts, catwalks, and photography platforms; names to be listed at the time the Lease Agreement is signed. A trained, District-approved employee must be obtained by the Lessee to supervise all personnel using any equipment.
  - b. For the operation of any audiovisual, lighting, or stage equipment, the Lessee must obtain a trained, District-authorized employee.
33. **Special Procedures Related to the Use of Athletic Facilities**
- a. Lessee agrees:
    - i. that it shall exercise no control or jurisdiction over District property except to have the privilege of cleaning the grounds during the lease period, and except as otherwise provided herein.
    - ii. to provide proper care and upkeep of the field and complementing facilities during the lease period, and to return them immediately after the end of the lease period in at least as good a condition as they were in at the beginning of the lease period. The District, in its absolute and sole discretion, shall determine if the Lessee has maintained the facilities properly.
    - iii. that restrooms shall be made available only when an on-duty District employee is available to open, close, and clean the restroom, and as long as they are respectfully used.
    - iv. that preparation of the field for lease activities shall not interfere in any way with the school program.
    - v. that only District employees shall line and/or mark athletic fields, and only with biodegradable turf paints, water-based paint, or calcium-based chalks.
    - vi. that District may close an athletic field during periods of inclement weather or when the field is wet. This is to protect the field and avoid injury to the players.

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- vii. to return the facilities to the District at the end of the lease period in good condition, less normal wear and tear. Lessee further agrees to pay any charges levied by the District, in its absolute and sole discretion, to reimburse the District for out-of-pocket costs related to restoration of a facility that has suffered more than normal wear and tear during a lease period.
  - viii. to furnish all materials needed for a lease activity without cost or obligation to the District.
  - ix. to obtain prior written permission of the District's designee before allowing any person to occupy press boxes and photography platforms.
  - x. to refrain from creating any permanent type of advertising.
  - xi. to operate public address systems at a volume low enough to avoid disturbing people living in areas adjacent to the facility, and to avoid excessive loudness, unnecessary announcements, and extraneous comments.
  - xii. that all lease activities (e.g., games or practices) shall be scheduled to start at a time that does not interfere with the educational programs of the District or surrounding households.
  - xiii. to refrain from operating any irrigation device (e.g. a sprinkler system) on outdoor fields.
  - xiv. that failure on the part of the Lessee to comply with the Lease Agreement shall constitute grounds for denial of future use of District facilities by Lessee.
  - xv. to confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB.
34. **The following specific rules shall be observed when using any District facility, and the Lessee shall be held responsible for enforcing them and for any damages growing out of any violation thereof:**
- a. No alcoholic beverages shall be brought to, or consumed in the buildings or on the grounds.
  - b. The use of tobacco or tobacco related products in any form, are prohibited at any District facility.
  - c. Use and possession of medical marijuana is prohibited on school property.
  - d. Food and drinks shall not be allowed inside classrooms, libraries, auditoriums, or gymnasiums.
  - e. Persons attending functions shall confine themselves to the specific part of the facility assigned in the Lease Agreement.
  - f. The use of school equipment or supplies shall not be permitted without permission of the District.
  - g. The use of glitter, confetti, Styrofoam beads/particles, or smoke machines in any facility or on District property is prohibited. The use of open flames, such as candles, is not permitted.
  - h. Use of balloons will not be allowed inside buildings without the permission of the District's designee. If used, balloons must be securely attached to prevent them from floating in the room, toward the ceiling or fire/smoke alarms/detectors.
  - i. Lessee shall maintain a list of emergency agencies and phone numbers at all times.
  - j. District caretakers and custodians are to have access to all buildings and grounds at all times.
  - k. Lights are to be cut off at the time specified.

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- 35. **Additional Terms and Conditions.** Phoenix Union High School District reserves the right to impose additional terms and conditions and to set special rates and use arrangements, whether or not expressly provided herein, that may be necessary for the best interests of the District.
- 36. **Strict Performance.** The failure of the District to insist upon strict performance of any of the provisions of the Lease Agreement, or to exercise any rights or remedies provided by the Lease Agreement or the District's delay in the exercise of any such rights or remedies available under the Lease Agreement shall not release Lessee from any of its responsibilities or obligations imposed by the Lease Agreement and shall not be deemed a waiver of any right of the District to insist upon strict performance of the Lease Agreement.

**Name of Organization:** \_\_\_\_\_

Part Three: For District Use Only (Approval Decision & Fees)			
If approved, User Copy will be returned as confirmation and should be presented at time of use.			
<b>Pricing:</b> Refer to current Facility Use Fees Schedule to determine the total cost.			
Application is:	Approved <input type="checkbox"/>	Approved in Part <input type="checkbox"/>	Disapproved <input type="checkbox"/>
Classification:	Class I <input type="checkbox"/>	Class II <input type="checkbox"/>	Class III <input type="checkbox"/>
Comments: _____			
Facility Charges:	_____		\$ _____
	Description		Amount
Personnel Charges:	_____		\$ _____
	Personnel and # of Hours		Amount
Additional Charges:	_____		\$ _____
	Description		Amount
Certificate of Liability Insurance Expiration Date:	_____	<b>TOTAL AMOUNT DUE:</b>	\$ <input style="width: 100px;" type="text"/>
<b>Valid only when signed below by Phoenix Union High School District's Designee.</b>			

I, \_\_\_\_\_, as the duly authorized representative of \_\_\_\_\_, do hereby agree to the terms and conditions set forth herein and in the Phoenix Union High School District Policy, and its Regulations and Exhibits, and agree that all terms and conditions that must be met prior to use will be met in accordance with the requirements of the Phoenix Union High School District.

This Agreement constitutes the entire agreement and understanding between the parties concerning the matters addressed herein, may not be modified orally, and supersedes any and all previous agreements or understandings, whether written or oral, between or among the parties relating to such matters. The individual signing below on behalf of the Lessee hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Lessee and that this Agreement is binding upon the Lessee in accordance with its terms.

**Signature of Lessee's  
Authorized Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Phoenix Union High  
School District's Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_