

Cave Creek Unified School District #93



CAVE CREEK UNIFIED SCHOOL DISTRICT
community inspired · globally prepared

FY 2020-2021

Facility Use Agreement

Rules, Regulations and Fees for Rental of School Property

Cave Creek Unified School District #93

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Cave Creek Unified School District #93

INTRODUCTION

Welcome to the Cave Creek Unified School District. We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statute (A.R.S.) Section [15-1105](#) et seq., District owned facilities may be made available for public use. The Governing Board adopted the spirit and intent of this public law in making the District facilities available to the public. However, the District cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations.

Therefore, all prospective occupants of District facilities ***must thoroughly read, complete and sign the enclosed Facility Use Agreement and Facility Use Guidelines.*** The site Principal or Administrator shall review the request and determine if there are any conflicts with any site sponsored activities, the request shall then be submitted to and approved by the Director of Facilities & Construction, along with any fees and the required evidence of insurance prior to the commencement date stated in the agreement.

The use and occupancy of school property shall be primarily for CCUSD purposes. Any authorized use or occupancy of the property for other than CCUSD purposes shall be secondary and subordinate to this primary purpose.

The extensive use of school buildings and grounds by community groups makes it imperative that definite rules, regulations and policies govern the use of these facilities. Use of school facilities must be in accordance with the provision of Arizona Revised Statutes.

If you need more information regarding the use of our facilities or assistance with the Facility Use Manual, please contact the Facilities and Construction Department at (480) 575-2051.

Schooldude.com – FS Direct

All facility use is scheduled through the District's Facility Scheduling website www.Schooldude.com all returning and prospective facility users must submit their event requests using **FS Direct** at www.Schooldude.com.

Access to this website can also be made through the District's website at www.ccusd93.org. A comprehensive USERS GUIDE is available to help you through the facility scheduling process.

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KF - COMMUNITY USE OF SCHOOL FACILITIES

The Governing Board may grant the use of school facilities to any person, group, or organization for any lawful purpose in the interest of the community including: recreational, educational, political, economic, artistic, moral, social, scientific, religious, other civic or governmental, including extended day resource programs. Such use shall not interfere with any school activity.

Fees

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the terms of the lease.

A schedule of fees and direct expenses shall be adopted annually. This schedule shall include the following classes of usage:

- *Class I.* School-related, student-centered groups that exist for the sole purpose of contributing to the success of our Cave Creek Unified School District (CCUSD) students.
- *Class II.* Youth Athletic Programs, Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) acceptance letter) and involve a majority of students from the District.
- *Class III.* Groups and Organizations that, for the most part, do not involve only students from the District and/or will not likely perform educational functions for District students.
- *Class IV.* Commercial or for-profit organizations.

Any individual, group, or organization presumptively classified as Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such request.

Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds by any District or school related group or by any non-school related community non-profit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the School District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent - teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual (see cross referenced policies below). The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

Uncompensated use means that the group or organization pays only the District's direct costs resulting from the use of the facilities. The Board has determined, in good faith, that recreational or educational activities for the youth residing within the District's boundaries promote the educational function of the District.

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Generally

Property not associated with the use of facilities is covered in section E of the Policy Manual (see cross referenced policies below). The District will use its best effort to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation or rescheduling of a school-sponsored activity.

Insurance

Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. [15-1105\(C\)](#). The School District and its Governing Board, employees, and agents shall be named an additional insured under the liability insurance policy during the use of the facilities and property.

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

Procedures, Rules, and Regulations

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property. If damage to the facilities occurs as the result of irresponsibility on the part of the applicant, charges shall be made to cover the amount of the damage.

The Governing Board reserves the right to cancel any agreement if, after investigation, it is deemed that such use is not in the best interest of the District.

Initial inquiries for use of school facilities should be made to the appropriate school principal(s) or site administrators, to determine if the facility is available and to obtain approval for the application process to move forward. School activities shall always be given preference for use of facilities. Upon approval by the site administrator, the applicant shall obtain a facilities use packet from the Facilities Services Department.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy JJIB.

The Fine Arts Center Manager administers Fine Arts Center use. All applications for use of the Fine Arts Center must be submitted to the Fine Arts Center Manager.

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Elections

The principal of a school may deny a request to provide space for use as a polling place if within two (2) weeks after a request has been made the principal provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

- Space is not available at the school.
- A disruption of the normal school activities would occur.
- The safety or welfare of the students would be jeopardized.

Posting of political signs and other electioneering activities shall not be permitted on school property at any time including on Election Day at school sites used as polling places.

Adopted: April 26, 2016

LEGAL REF.:

A.R.S.

[15-511](#), [15-1105](#), [15-1141](#) to [15-1143](#)

[16-411](#)

[36-2801](#) *et seq.*, Arizona Medical Marijuana Act

CROSS REF.:

[A](#) - District Mission and Belief Statement

[AC](#) - Nondiscrimination/Equal Opportunity

[EDC](#) - Authorized Use of School-Owned Materials and Equipment

[KFA](#) - Public Conduct on School Property

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KFA - PUBLIC CONDUCT ON SCHOOL PROPERTY

No person shall engage in conduct that may cause interference with or disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disruption of the normal operations of an educational institution by either:
 - Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
 - Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S. [13-2911](#).

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by the Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.
- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

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Additional Requirements of the General Public

The definition of *general public* is anyone who does not come under the definition of student, faculty member, staff member, or employee.

- No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.
- Any member of the general public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. [13-2911](#) and to any other applicable civil or criminal proceedings, or to tribal ordinance.
- Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.
- Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.
- The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the permit.
- No person shall, except as authorized by A.R.S. [36-2801 et seq.](#):
- Possess or engage in the use of medical marijuana, on a school bus, or on the grounds of any preschool, elementary or secondary school.
 - Smoke marijuana, on any form of public transportation, or in any public place.
 - Operate, navigate or be in actual physical control of any motor vehicle, aircraft or motorboat while under the influence of marijuana, except that a registered qualifying patient shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.

Adopted: August 14, 2012

LEGAL REF.:

A.R.S.

[13-2905](#), [13-2911](#), [13-3102](#)

[15-341](#), [15-507](#)

[36-2801 et seq.](#)

[36-2802](#)

CROSS REF.:

[GBEB](#) - Staff Conduct

[GCQF](#) - Discipline, Suspension, and Dismissal of Professional Staff Members

[GDQD](#) - Discipline, Suspension, and Dismissal of Support Staff Members

[JIC](#) - Student Conduct

[JK](#) - Student Discipline

[KFAA](#) - Smoking on School Premises at Public Functions

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APPENDIX A

FACILITY USE REQUEST CHECKLIST

- | | Y | N |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Have you thoroughly read, completed and signed the Facility Use Agreement Located in Appendix B and will you comply with its terms and conditions? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you thoroughly read and signed the Facility Use Guidelines located in Appendix C and will you comply with its requirements? | <input type="checkbox"/> | <input type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you have the necessary verification of insurance with the minimum limits of \$1,000,000? | <input type="checkbox"/> | <input type="checkbox"/> |

Determining Class of Usage

- | | | |
|------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Is the activity that of a District or school related organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily CCUSD Students? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Is this activity a School Fundraising Activity where participants pay a fee to participate? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is this activity an Athletic Camp or Program run by District Staff where the participants pay a fee to participate? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily CCUSD Students? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is this activity a youth athletic program operated by a Non-profit organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the organization's membership open to the public? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily CCUSD Students? | <input type="checkbox"/> | <input type="checkbox"/> |

Please include documentation of the above information with your application.

If you answered "yes" to questions 1 through 4, please sign below and return this form to the Facilities & Construction Department along with the signed Facility Use Agreement (Appendix B), Facility Use Guidelines (Appendix C). Usage Class will be determined by your responses above and charges shall be determined prior to final approval of this agreement. All payments must be made in advance of Facility Use. Please make checks payable to "Cave Creek Unified School District".

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If you answered “yes” to questions 1 through 3 and “no” to question 4, you have the option of purchasing the necessary general liability insurance through Arizona School Risk Retention Trust, Inc. If you wish to purchase the insurance, please answer and comply with questions 1 & 2.

- | | Y | N |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Have you completed the General Liability Insurance Questionnaire located in Appendix D of this Facility Use Manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did the District compute the amount due and do you have a check or money order made payable to the “Arizona School Risk Retention Trust, Inc.” in that amount? | <input type="checkbox"/> | <input type="checkbox"/> |

Upon completion of questions 1 & 2, please sign below and return this form to the Facilities Services Department along with the signed Facility Use Agreement (Appendix B), Facility Use Guidelines (Appendix C), payment to the District, General Liability Insurance Questionnaire (Appendix D), and a check or money order payable to “**Arizona School Risk Retention Trust, Inc.**”

Please allow up to **four weeks** for delivery of your policy and certificate of insurance. An original certificate of insurance will be mailed to the District in compliance with A.R.S. [15-1105](#) and the Facility Use Agreement.

Signature of Occupant

Date

Printed Name

Organization

Address

City, State & ZIP

Telephone

E-Mail Address of Contact

Cave Creek Unified School District #93

APPENDIX B

FACILITY USE AGREEMENT

BETWEEN

Cave Creek Unified School District #93

and

Organization's Name

1. PARTIES

The parties to this Contract are Cave Creek Unified School District No. 93, hereinafter referred to as "DISTRICT", and _____, a Class _____ organization, 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 to the occupant the following facility or facilities:

2.2 Occupant agrees to use the facility for only the following purposes:

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

3. USE

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the 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 the 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 or drink in any classroom or gymnasium without prior written approval.** OCCUPANT shall not permit smoking on school grounds.

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4. SCHEDULING

OCCUPANT shall schedule each event using the District's Facility Scheduling software at www.school dude.com

5. TERM OF AGREEMENT

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 the DISTRICT, at its sole discretion.

6. COMPENSATION

OCCUPANT will compensate DISTRICT in advance for use of the FACILITY as follows:
Please make checks payable to "Cave Creek Unified School District".

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 the FACILITY, which insurance shall retain the minimum limits of \$1,000,000 and include the DISTRICT as an additional insured, certificate holder and be primary and non-contributing to any coverage maintained by the DISTRICT. OCCUPANT shall provide the DISTRICT with a certificate evidencing such insurance coverage is in effect.

8. LIABILITY AND INDEMNITY

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to the DISTRICT, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to OCCUPANT's use or occupancy of any portion of the FACILITY from any cause whatsoever, 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, 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 or damages to any property and for injuries to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or subcontractors, or arising out of its 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. OCCUPANT's obligation under this Section 8. shall not extend to any liability caused by the sole negligence of DISTRICT, or its employees. Where both DISTRICT and OCCUPANT, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

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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. The Facilities Use Checklist (Appendix A), Facilities Use Guidelines (Appendix C) and applicable CCUSD Governing Board policies incorporated herein by this reference.

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 the DISTRICT, which consent may be granted or withheld at the DISTRICT'S sole discretion.

13. DEFAULT

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid by the 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 the DISTRICT by reason of such failure, whether at law or in equity, the DISTRICT may immediately terminate this Agreement and all rights of the OCCUPANT 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 hereunder.

15. CONFLICT OF INTEREST

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

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16. GOVERNING LAW

This 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.

17. RELATIONSHIP

The parties agree that neither the OCCUPANT nor any employees or other personnel of the OCCUPANT will for any purpose be considered employees of the District, and with respect to the OCCUPANT and any employees or other personnel of the OCCUPANT, the DISTRICT shall not be responsible in any manner for the supervision, daily direction and control of the OCCUPANT and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for OCCUPANT and any of its employees or other personnel.

18. CLEANING OF FACILITIES / PENALTIES

If OCCUPANT is not paying for direct cleaning expenses, OCCUPANT will then be responsible for cleaning the FACILITY immediately after each use. Field usage OCCUPANTS are responsible for the removal of any and all debris, including, but not limited to, papers, wrappers, water bottles, etc. OCCUPANT shall also be responsible for emptying all trash containers into dumpsters. Failure to comply with this policy will result in the following penalties:

FIRST INSTANCE	WRITTEN WARNING
SECOND INSTANCE	\$100.00 FINE
THIRD INSTANCE	LOSS OF USE

19. PERIODIC PRE AND POST FACILITY USE ASSESSMENTS

Periodic pre and post use facility assessments shall be conducted to assess rental contract conformance and the quality of care being provided to district facilities during rental periods. The District reserves the right to require facility users to pay for District custodial / site supervision for the duration of each facility use should the Director of Facilities & Construction determine that the terms of the contract are not being met.

20. CANCELLATION OF AGREEMENT

DISTRICT or OCCUPANT may, at anytime, by written notice, cancel this agreement. Upon receipt of such cancellation 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.

21. CHANGES TO AGREEMENT

The Superintendent and/or Governing Board may make changes to policies governing this agreement without prior notice. Upon said changes, OCCUPANT will be notified by written notice.

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22. AUTHORITY

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

23. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this _____ day of _____ 20____.

24. Concussion Prevention and Education Agreement

Arizona Revised Statute [§15-341](#) [24] requires that Cave Creek Unified School District #93 inform and educate coaches, pupils and parents of the danger of concussions and head injuries and the risk of continued participation in athletic activity after a concussion. This also applies to a group or organization that uses property of facilities owned or operated by a school district for athletic activities.

The policies shall require that the participant who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic activity shall be immediately removed from the athletic event. A coach from the student’s team or an official or licensed health care provider may return to play on the same day if a health care provider rules out a suspected concussion at the time the student is removed from play. On a subsequent day, the student may return to play if the student has been evaluated by and receives written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussion and head injuries as prescribed by A.R.S. [15-341](#)

I certify that I have read and understand the rules and guidelines regarding Mild Traumatic Brain Injury (MTBI) and Concussions. I agree to inform and educate the participants, parents, and coaches using the fields and facilities of Cave Creek Unified School District #93 regarding MTBI and Concussions. I agree to have each participant, parent, and coach sign a form indicating they have been informed of the risk of their child participating in the activity, and will keep all forms in a secure location. A copy of a blank form will be submitted with this certification for the District’s review.

“DISTRICT”

“OCCUPANT”

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

Director of Facilities and Construction

TITLE: _____

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APPENDIX C

FACILITY USE GUIDELINES

General Safe Practices and Cooperation

While using the District facility, the Occupant shall adopt and follow safe practices in its operations. 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 or require participants to wear appropriate clothing.
3. The Occupant shall observe District vehicle parking guidelines. The Occupant shall not allow any parking in any areas other than designated parking areas. Parking in Bus loops and Fire lanes is strictly prohibited.
4. The Occupant shall maintain all areas used in a clean, well-organized manner.
5. If playground equipment is used, the Occupant shall provide adult supervision of at least one adult for each twenty (20) children using equipment.
6. Any electrical tools, appliances and extension cords used shall be in good condition.
7. All means of access or egress shall be identified and communicated to participants.
8. Occupant shall identify areas where travel **is not** 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 or use liquor, tobacco products or narcotic drugs during use of the facility.
13. Occupant shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
14. Occupant shall 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.
15. Occupant shall comply with all applicable requirements of The Arizona Medical Marijuana Act.
16. Occupant shall have a list of emergency agencies and phone numbers available at all times.

Signature

Printed Name

Date

Organization

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APPENDIX D

GENERAL LIABILITY INSURANCE QUESTIONNAIRE

1. Name of Occupant: _____
2. Contact Name: _____ Phone: _____
3. Mailing Address: _____

4. Name and Address of District facility to be used: _____

5. Name and description of event: _____

6. Date of Event: _____
7. Estimated number of participants per day: _____ Number of days: _____
Total participants: _____
8. Is the event indoors or outdoors? _____
If outdoors, will it be fenced? _____
9. Admission price: _____ Estimated gross receipts: _____
10. Are seats temporary or permanent construction? _____
Describe seating provided (i.e. folding chairs, bleachers, etc.): _____

11. Is seating reserved or general admission? _____
12. Is a stage involved? _____ Is it temporary or permanent? _____
13. Number of vendors/trade booths? _____
14. Kinds of goods to be sold? _____
15. Are all goods finished products or are there any on-site demonstration skills (i.e. candle making, cooking, etc.)? _____

Cave Creek Unified School District #93

APPENDIX D

GENERAL LIABILITY INSURANCE QUESTIONNAIRE

(Continued)

16. Is temporary lighting or sound involved? _____
If yes, who is responsible for rigging/operation? _____
17. Will Occupant provide ushers? _____
18. Is the purchase of food and/or drink required of participants? _____
19. Are food and/or drink provided by someone other than Occupant? _____
If yes, is a certificate of insurance required of other party(ies)? _____

NOTE: INSURANCE DOES NOT PROVIDE COVERAGE FOR ASSAULT AND BATTERY AND PARTICIPANT'S LIABILITY. OCCUPANT IS RESPONSIBLE FOR THE \$250 PER CLAIMANT DEDUCTIBLE.

OCCUPANT'S REPRESENTATIVE

DISTRICT REPRESENTATIVE

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

Director of Facilities & Construction

DATE: _____

DATE: _____

Cave Creek Unified School District #93

APPENDIX E

FEE SCHEDULE

Class I.

School-related, student-centered groups that exist for the sole purpose of contributing to the success of our CCUSD Students such as: **Cave Creek Education Association, Support Staff of Cave Creek, Cactus Shadows Boosters, Parent Teacher Organizations**

Facility users are exempt from paying the hourly rate and any substantial direct expenses, such as custodial cleaning, opening & closing of facilities, security, utilities, etc., if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m..

Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks are subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), security, utilities, etc.

Class II.

1) Youth Athletic Programs, Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) acceptance letter) and involve a majority of students from the District such as: Youth Baseball / Softball, Soccer, Basketball, Football, Tennis recreational programs, Boy Scouts, Girl Scouts, Cub Scouts, Brownies

OR

2) Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate. Middle School and High School Athletic tournaments and camps not sanctioned by AIA or those being held outside of their competitive season.

Facility users are exempt from paying the custodial cleaning and opening & closing of facilities fees if the event is held during normal hours of operation during the school year, Monday through Friday 3:00 p.m. to 7:00 p.m., but must pay direct utility expenses during all facility use.

Any event held outside of normal hours of operation which includes weekends and any time during the winter or summer breaks are subject to all direct expenses, such as open / close & custodial cleaning (2 hour minimum), utilities, etc.

Class III.

Groups and organizations that, for the most part do not involve only students from the District and/or will not likely perform educational functions for District students such as: **Churches, Community Colleges, Home Owner Associations, Cultural Organizations, Civic Organizations, Government Organizations, Service Organizations, Extended Day Resource Organizations, Educational Organizations and similar non-profit organizations.**

Class III organizations will be charged for direct expenses in addition to hourly rates.

An estimate of direct expenses will be provided and agreed upon prior to the event.

Cave Creek Unified School District #93

APPENDIX E

FEE SCHEDULE

(Continued)

Class IV.

Commercial or Profit making organizations

Class IV organizations will be charged for direct expenses in addition to hourly rates.

An estimate of direct expenses will be provided and agreed upon prior to the event.

**** STORAGE SPACE / DISTRICT EQUIPMENT SET UP ****

The periodic or long term use of district owned space and / or equipment cannot be given, loaned, donated or granted to any individual, association, or corporation, in accordance with Article 9, Chapter 7 of the Arizona Constitution, commonly referred to as the "Gift Clause".

A fair market rate / fee will be established for all periodic or long term use of district owned space and / or equipment being used by any and all parties to this agreement.

District owned equipment shall be set up and taken down by District staff and the direct expense rates for Maintenance / Grounds personnel shall apply.

**** OVER-SEEDED FIELDS ****

Fields over-seeded by either the District and / or other Facility users will have an increase of \$7.50 to their hourly rental rate. The fee will start in the Fall at the time of over-seeding and last through April the following Spring. This fee is to help offset the cost incurred by the District for water and other maintenance items that would not be a factor if the Bermuda grass was left in its dormant state.

Cave Creek Unified School District #93

Class III Hourly Rental Rates		
FACILITY		DIRECT EXPENSES
Classrooms / General Education Spaces	\$20	Open / Close , Custodial
Cafeteria (no kitchen use)	\$55	Open / Close, Custodial
Varsity Stadium - Football/Track/Soccer & Baseball Fields (Day time Use)	\$25	Open / Close, Custodial
Varsity Stadium - Football/Track/Soccer & Baseball Fields (Night time Use)	\$50	Open / Close, Custodial
Tennis Court (Day time Use)	\$25	Open / Close, Custodial
Tennis Courts (Night Use)	\$35	Open / Close, Custodial
Stadium Locker rooms	\$15	Open / Close, Custodial
Gymnasium (BMES or Middle Schools)	\$75	Open / Close, Custodial
Gymnasium (High School)	\$100	Open / Close, Custodial
Gymnasium Locker rooms	\$15	Open / Close, Custodial
Library	\$55	Open / Close, Custodial
Parking Lot Events	\$15	N/A
Baseball / Softball Field / Multi- purpose field (w/o lights)	\$20	N/A
Lecture Hall	\$65	Open / Close, Custodial

Direct expense / rental rates are as follows:

- Custodian (open/close, trash & cleaning) \$25 / hour, 2 hour minimum
- Maintenance / Grounds \$30 / hour, 2 hour minimum
- Restroom / Cleaning Supplies \$10 minimum / 50 event attendees / day
- Audio / Visual Equipment when available, rate established by site
- Chairs \$0.50 ea. / event
- Tables \$1.00 ea. / event
- Over Seeded Fields Additional \$7.50 / Hour

***Individual / Non-seasonal Event** – Camps, Tournaments, Registration Events, Speed & Agility Training. Usually a 1 day event but can be as much as 10 days (2 weeks)

****Seasonal Usage** – Usage that is associated with the sport’s / users regular season. Usually 6 to 10 weeks in length and includes a “playoff” period.

*****UTILITY RATES SHALL BE APPLIED TO ALL USAGE OUTSIDE OF NORMAL HOURS OF OPERATION*****

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule

Non-Profit

Fees include general custodial services that do not exceed 4 man-hours, 1 microphone, tables and chairs (not to include rental table and chairs that user chooses to bring in).

Theatre (430 Seats)	Daily Rate
Performance Day	\$650.00
Rehearsal Day (No Lights or Sound)	\$360.00
Rehearsal Day (Lights and Sound)	\$650.00
Meeting (Apron Only, General Lighting & One Microphone)	\$330.00
Black Box Theater (150 Seats)	
Meeting (General Lighting, One Microphone, Tables and Chairs)	\$220.00
Performance (Stage Lighting)	\$330.00
Amphitheater (150 Seats plus Standing)	
Social Event or Meeting	\$100.00
Performance	\$165.00
Lobby	
Art Exhibit	\$150.00

THERE ARE EXTRA CHARGES FOR TECHNICAL CREW, STAGE CREW, SPECIAL EQUIPMENT AND CUSTODIAN (IF BUILDING IS LEFT IN CONDITION THAT REQUIRES MORE THAN 4 MAN-HOURS OF SET UP AND/OR CLEAN UP). ANY OUTSIDE TECHNICAL CREW IS SUBJECT TO THE APPROVAL OF THE CENTER STAFF BEFORE "LOAD IN" BEGINS. WE RESERVE THE RIGHT TO REQUIRE ONE OF OUR TECHNICIANS TO BE IN THE BUILDING AT ALL TIMES AT THE RENTER'S EXPENSE. THERE IS A PENALTY FEE OF \$200 IF EVIDENCE OF FOOD, GUM OR DRINKS IS FOUND IN THE THEATER PROPER.

Staff (Hourly Rate)	
Head Technician/House Manager	\$35.00
Technician	\$25.00
Student Technician	\$15.00
Security	\$32.00
Custodian	\$25.00

Equipment (Daily Rate)	
Grand Piano	\$125.00 (tuning by approved tuner at expense of the client)
Upright Piano	\$75.00 (tuning by approved tuner at expense of the client)
Extra Microphone	\$20.00
Marley Floor	\$25.00 per roll (plus staff set up and tear down fee and tape)
Video Projector	\$200.00
Wireless Microphone	\$50.00

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule

Non-Profit

(Continued)

Definitions and Special Fees:

Performance Day: No more than a 5-hour rehearsal period followed by a performance of not more than three hours, there is a fee of \$85 for each additional hour. There is a flat fee for a second performance on the same day with time in the building not to exceed 12 hours -- \$500 for theater and \$250 for black box.

Due to Covid-19 distancing restrictions, Performance Day fees for hosting multiple performances will be waived.

Rehearsal/Tech Day: No more than an 8-hour rehearsal/tech period with cast, production crew, and no more than 25 extra people in the theatre; there is a fee of \$85 for each additional hour.

Load-In Only, No Tech \$100, time not to count as rehearsal/tech and/or performance time **(3-hour maximum)**.

Meetings--Building Open Time: Maximum of four hours; there is a fee of \$45 for each additional hour.

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule

For Profit

Fees include general custodial services that do not exceed 4 man-hours, 1 microphone, tables and chairs (not to include rental table and chairs that user chooses to bring in).

Theatre (430 Seats)	Daily Rate
Performance Day	\$950.00
Rehearsal Day (No Lights or Sound)	\$535.00
Rehearsal Day (Lights and Sound)	\$950.00
Meeting (Apron Only, General Lighting & One Microphone)	\$475.00
Black Box Theater (150 Seats)	
Meeting (General Lighting, One Microphone, Tables and Chairs)	\$330.00
Performance (Stage Lighting)	\$475.00
Amphitheater (150 Seats plus Standing)	
Social Event or Meeting	\$125.00
Performance	\$220.00
Lobby	
Art Exhibit	\$250.00

THERE ARE EXTRA CHARGES FOR TECHNICAL CREW, STAGE CREW, SPECIAL EQUIPMENT AND CUSTODIAN (IF BUILDING IS LEFT IN CONDITION THAT REQUIRES MORE THAN 4 MAN-HOURS OF SET UP AND/OR CLEAN UP). ANY OUTSIDE TECHNICAL CREW IS SUBJECT TO THE APPROVAL OF THE CENTER STAFF BEFORE "LOAD IN" BEGINS. WE RESERVE THE RIGHT TO REQUIRE ONE OF OUR TECHNICIANS TO BE IN THE BUILDING AT ALL TIMES AT THE RENTER'S EXPENSE. THERE IS A PENALTY FEE OF \$200 IF EVIDENCE OF FOOD, GUM OR DRINKS IS FOUND IN THE THEATER PROPER.

Staff (Hourly Rate)	
Head Technician/House Manager	\$35.00
Technician	\$25.00
Student Technician	\$15.00
Security	\$32.00
Custodian	\$25.00

Equipment (Daily Rate)	
Grand Piano	\$125.00 (tuning by approved tuner at expense of the client)
Upright Piano	\$75.00 (tuning by approved tuner at expense of the client)
Extra Microphone	\$20.00
Marley Floor	\$25.00 per roll (plus staff set up and tear down fee and tape)
Video Projector	\$200.00
Wireless Microphone	\$50.00

Cave Creek Unified School District #93

Cactus Shadows Fine Arts Center Fee Schedule

For Profit

(continued)

Definitions Special Fees:

Performance Day:	No more than a 5-hour rehearsal period followed by a performance of not more than three hours, there is a fee of \$135 for each additional hour. There is a flat fee for a second performance on the same day with time in the building not to exceed 12 hours -- \$800 for theater and \$400 for black box. Due to Covid-19 distancing restrictions, Performance Day fees for hosting multiple performances will be waived.
Rehearsal/Tech Day:	No more than an 8-hour rehearsal/tech period with cast, production crew, and no more than 25 extra people in the theatre, there is a fee of \$135 for each additional hour.
Load-In Only, No Tech	\$150, time not to count as rehearsal/tech and/or performance time (3-hour maximum) .
Meetings--Building Open Time:	Maximum of four hours; there is a fee of \$85 for each additional hour.

Cave Creek Unified School District #93