

**QUEEN CREEK UNIFIED SCHOOL DISTRICT NO. 95
FACILITIES USE LICENSE AGREEMENT**

User _____
Organization Name _____ Authorize Representative _____
_____ Authorized Representative Email address _____
Organization address and phone number _____
_____ Authorized Representative Phone Number _____
Organization Website _____

Use _____
Period _____

1. User Fee and Other Payments

In consideration of this license granted to User, User agrees to pay a one-time \$15 application fee in addition to assigned rental fees. User Fees shall be paid within 30 days of receipt of invoice. User Invoices unpaid for thirty (30 days) will result in suspended use of facilities until invoices are paid in full. Late fees of \$25 will be assessed to each payment later than 30 days.

In the event the User fails to pay any fee or other sum required to be paid by User 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 Queen Creek Unified School District by reason of such failure, whether at law or in equity, Queen Creek Unified School District may immediately and unilaterally terminate this agreement and all rights of User hereunder-including any right of adjustment of amounts paid hereunder. The User, in accepting this agreement, shall agree that the Queen Creek Unified School District shall not be liable to prosecute, nor be held liable for damages in the event that the Queen Creek Unified School District declares the User in default thereof.

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2. Indemnification

User agrees to conduct its activities in Facility in a careful and safe manner. As a material part of the consideration to Queen Creek Unified School District, User 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 User's use or occupancy of any portion of Facility from any cause whatsoever, including when caused in whole or in part by User, and User hereby waives all claims in respect thereof against Queen Creek Unified School District. User shall indemnify, defend, and save harmless Queen Creek

Unified School District and all of its employees, agents, and representatives from any and all claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Queen Creek Unified School District, on account of loss of or damages to any property and/or for injuries to or the death of any person(s) arising in whole or in part out of any act or omission by User or its employees, agents, representatives, invitees, or subcontractors, or arising in whole or in part out of its and/or their use of Facility, or arising in whole or in part out of workers' compensations claims or unemployment disability compensation claims of employees of User or out of claims under similar such laws.

3. Mandatory Insurance Requirements

Coincidentally with the approval for use and execution of the agreement, the User shall procure and maintain in full force during the User's occupancy a policy of public liability and property damage insurance from a reliable insurance company authorized to transact business in the State of Arizona.

In addition to the User, the Queen Creek Unified School District shall be named as additional insured in the policy, which shall include a minimum of one million dollars (\$1,000,000) combined single-limit bodily injury and property damage liability coverage. Responsibility for obtaining such insurance coverage rests solely with the User and will be shown on the Facility Use Agreement. All outside groups using Queen Creek Unified School District facilities must comply with these requirements. Only Queen Creek Unified School District-sponsored groups that are covered by Queen Creek Unified School District insurance are exempt from these requirements.

A copy of the current liability insurance must be received by rental department prior to date of facility usage or rental will be canceled. It is the responsibility of the renter to provide a current copy of the liability insurance prior to expiration or agreement may be suspended.

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4. Re-leasing

The Queen Creek Unified School District reserves the right to re-lease any portion of the facilities that become vacant during the term of any Facility Use Agreement or any area wherein the agreement therefore has been voided or canceled by either party. If the Queen Creek Unified School District re-leases because of User's default, no refund will be due first User of any sums paid in advance; e.g., the Queen Creek Unified School District may have incurred expenses in connection with the User.

5. Assignment and Subletting

No User shall assign or sublet any of the facilities or any area therein or any rights under the Facility Use Agreement without prior written approval from the Queen Creek Unified School District, which approval may be granted or withheld in the Queen Creek Unified School District's sole and absolute discretion.

6. Alteration of Premises

Each User shall take the premises in the condition found, and in the event any User finds it necessary to remove or change the location of any stage, rigging, or equipment, such changes shall be made at the User's expense, and the User shall agree to change all such equipment, stages and rigging back to the condition in which same was found. No User shall make any such changes or alterations without prior written approval from the designee from the Queen Creek Unified School District.

7. Damage to Buildings and Contents

The User using the facilities shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures, equipment, etc. sustained from such use, whether caused by the User or the User's patrons, ordinary wear and tear accepted.

Damages to facilities resulting from use by the organization shall be repaired by the Queen Creek Unified School District and will be billed to the organization. Failure to pay for the damages may be cause for canceling the use agreement. In the event legal remedies are necessary, User may be responsible for costs incurred.

No decorative or other materials shall be attached to any part of the building so as to damage the building. All decorative or other materials shall be of a noncombustible type or shall be suitably treated with a flame retardant approved by the fire department. Nor shall any persons bring, exhibit, or set off fireworks or explosives on the premises.

8. Machinery, Flammable Liquids, and Electricity

No person shall erect any engine, motor, rocket, or other machinery on the premises, nor use any gas, electricity, flammable liquid, or charcoal therein without written approval from the designee. The Queen Creek Unified School District electrician or his representative must make all electrical connection of any kind, and Queen Creek Unified School District personnel approved by the designee, must operate all Queen Creek Unified School District equipment at User's expense.

9. Obstruction of Doors, Passageways, Sidewalks, Corridors, or Lobbies

No portions of the sidewalks, entries, passageways, doors, aisles, elevators, vestibules, windows, ventilators, lighting fixtures, fire lanes or hydrants, 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 Queen Creek Unified School District. Any damage resulting from the misuse of any portion of the premises shall be repaired by the Queen Creek Unified School District and billed to the User.

10. Liability for User Property

The Queen Creek Unified School District shall not be liable for any loss, damage, or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be delivered until the User has made proper arrangements for receiving, handling, and storage of such material.

11. Lost or Mislaced Articles

The Queen Creek Unified School District shall have the sole right to collect and have the custody of articles left on the premises by the User's patrons and to provide the disposition thereof. Such articles shall be kept on the premises for sixty (60) days and then disposed of, as the designee deems advisable. The Queen Creek Unified School District shall assume no responsibility for losses suffered by the User or the User's agents, servants, or employees that are occasioned by the theft or disappearance of equipment, articles, or other personal property.

12. Abandoned Equipment

Any equipment or effects of the User remaining on the premises for more than ten (10) days after the expiration of the agreement shall be deemed abandoned and shall be disposed of by the Queen Creek Unified School District's designee as deemed advisable by the Queen Creek Unified School District.

13. Entrance and Exit

All persons shall use and all articles shall, exhibits, fixtures, displays, and other equipment shall be brought into and out of the building only at designated entrances and exits. Vehicular traffic or parking in areas on the premises not

designated for such purposes shall require prior approval by the designee of the Queen Creek Unified School District. If no approval, vehicles may be towed at User's expense.

14. Permits and Licenses

The User has the responsibility to obtain any additional permits and licenses required by, and shall permit inspection by, appropriate personnel, e.g., health permits or inspection by the fire marshal.

15. Security and Safety Patrol

The User shall employ, through the Queen Creek Unified School District and at the User's expense, such security and safety personnel as are required and approved by the designee. The Principal and/or designee of the Queen Creek Unified School District will determine the necessity of security and safety personnel.

16. Observance of the Law

The laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof, shall govern this agreement. The User of the facilities shall comply with all laws of the United States and the State of Arizona and with all applicable city ordinances, including any rules and regulations for the facilities under the charge and control of the Queen Creek Unified School District. Violations by the User may result in cancellation of the agreement and discontinuance of the use of the facilities.

To the extent User's use of the facility involves the performance of copyright protected material or the recording of such performance, User agrees to obtain any necessary copyright licenses or permissions associated with such performance and any recording of such performance by the User or any individual acting on behalf of the User. In the event a claim is made against the Queen Creek Unified School District arising out of any alleged copyright infringement as a result of User's use of the facility, User agrees to indemnify and hold the Queen Creek School District harmless from any and all damages, including attorney's fees. In the event of any action, suit or proceeding arising from or based upon the 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, suit or proceeding.

17. Objectionable Performances of Persons

Any use of the facilities that is contrary to public policy or that is not in the best interest of the Queen Creek Unified School District, or is in any violation of any law, shall be a violation of the agreement, and any performer or any other person whose conduct is objectionable, disorderly, or disruptive to facility use, or in violation of any law, shall be refused entrance or shall be immediately removed from the premises by the Queen Creek Unified School District's designee.

18. Relationship

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

19. Signs, Poster, and Literature

The licensee shall not post or permit to be posted any sign upon said 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 may be posted only on billboards provided for such use,

and all signs advertisements, poster, etc., must be related to the performance or exhibition to be given on the premises. The hanging of pictures, banners, or any other items on walls or draperies requires prior written approval by the designee of the Queen Creek Unified School District.

The User shall not distribute or circulate or permit to be circulated any advertising matter or program at the entrance to or on any part of the premises that does not pertain completely to the immediate attraction. Such material must have prior approval from the Queen Creek Unified School District's designee, and at no time shall any such advertising matter or programs be distributed or circulated on parking facilities or sidewalks adjacent to the facilities.

20. Advertising

All advertisement of performances and/or attractions for which an admission is to be charged must state the total admission prices. The User shall not advertise any performance or the appearance of any performer unless and until agreements between all parties involved have been properly executed prior to signing the agreement with the Queen Creek Unified School District. All advertising must clearly state the sponsoring agent.

21. Facility Capacity

Persons will not be permitted inside any facility in excess of its established capacity. Enforcement of the requirements rests solely with the User.

22. Suspension of Use

Queen Creek Unified School District may, by written notice, direct User to suspend its use of the facility for such period of time as may be determined by the Queen Creek Unified School District to be necessary or desirable. Upon receipt of such termination notice, User shall immediately discontinue use to 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 Queen Creek Unified School District and User in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

23. Termination of Use

The Queen Creek Unified School District has the right to terminate this Agreement in the event the User or the User's representative is found to be in violation of this Agreement, Queen Creek Unified School District rules, regulations, or procedures, or the User's use is found to interfere with the Queen Creek Unified School District's normal business operations. The User will be given written notification of the cause for termination of the agreement and the date on which the User is to discontinue use of the Queen Creek Unified School District's facilities.

In case of fire, casualty, or other unforeseen occurrences that render impossible the fulfillment of an agreement by the Queen Creek Unified School District, said agreement shall be immediately terminated by the designee of the Queen Creek Unified School District. In such cases, payments shall be paid only for the time the premises are actually used. The User shall waive any and all claims for damages in the event of such termination.

24. Conflict of Interest

The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. 38-511, without penalty or further obligation on the part of the Queen Creek Unified School District, if any person significantly involved in initiating, negotiating, securing, drafting, or is in effect, an employee or agent of User, in any capacity, or a consultant to User, with respect to the subject matter of this agreement.

25. Priority of Queen Creek Unified School District Activities

If unexpected or unplanned Queen Creek Unified School District activity is planned after a facility has been scheduled for an outside agency program, the Queen Creek Unified School District activity will take priority. The District should: (1) make every effort to both inform the outside agency of this situation as soon as possible and preferably no later than forty-eight (48) hours before the Queen Creek Unified School District activity is scheduled to take place; and (2) make every effort to find an alternative location for the outside agency sponsored activity, preferably (48) hours before the activity is scheduled to take place.

26. Cancellation

Five (5) business days written notice is required for cancellation of the agreement by the User. Notice must be stated in writing and sent to the QCUSD Facility Rental Department. Failure to provide five (5) business days written notice will result in a \$25.00 penalty per use. Additional custodial charges may apply.

In the event that a rental is canceled for unsafe weather conditions or a safety hazard, the Queen Creek District Facility Department representative will contact the renter by phone and email. The User will not be assessed a rental fee for the cancellation.

27. Amendments to Contract

Any and all amendments/changes to an existing invoice/agreement must be submitted in writing on a Request for Use of Facilities application form and submitted to the Queen Creek Unified School District's designee within five (5) business days of the date of the change. These changes shall be subject to the approval of the Queen Creek School District's designee and Principal and shall be considered binding in the same manner as a full invoice/agreement.

28. Specific Terms of Use

User agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility, including any fields and/or related facilities, at all times in as good order and condition as existed prior to User's use thereof. As applicable, User shall properly prepare and maintain field and related facilities during the period of their use and return the fields and facilities at the end of the rental period to the same condition as when the facilities were assumed. Use of facilities, including field preparation and maintenance, shall not interfere with normal school operations. It shall be the judgement of the building principal as to whether there is assumed damage during the use period. Any repairs related to damage during rental or expenses related to restoration will be assessed to the User the by invoice.

User shall supervise all persons in attendance at rental activities, and provide adult supervision for children and adults in the areas of use including parking lots, bathrooms and related surrounding areas. User is responsible for overseeing all related participants of the organization's event.

Users shall remain in the licensed facility use area as defined above and may not occupy or attempt to occupy any other location(s) (i.e., moving fields or classrooms) without express written approval of the Facility Rental Department representative.

No modifications to facilities shall be made without prior written approval of the Superintendent. Any approved permanent modifications shall become the property of the District.

Professional and appropriate behavior is expected of all participants and coaches associated with the renter organization.

The use of tobacco or tobacco related products in any form, are prohibited at any facility.

Drinking of alcoholic beverages or gambling anywhere in or on the premises is prohibited.

Food and drinks shall not be allowed inside school gymnasiums.

The use of school equipment or supplies shall not be permitted without permission of the designee as outlined in this agreement/invoice.

Facilities must be vacated by 9:30 P.M. unless permission is otherwise granted specifically in the agreement/invoice. It is the responsibility of the User to see that this requirement is administered.

The Queen Creek Unified School District's designee may require the User to provide additional adult supervision, custodial support, or security, as the Queen Creek Unified School District's designee deems appropriate. When facilities are used by any organization during hours outside of the normal workday, or during a time when a staff member is not normally present, a Queen Creek Unified School District employee must be present. Compensation for employees will be in addition to facility use fees. Payment to employees will be made by the Queen Creek Unified School District and billed to the User according to the fee schedule.

Violation of any of these Specific Terms of Use, or terms of this Agreement, may result in a cancellation of the agreement and jeopardize approval of future rental requests.

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29. Use of Queen Creek Unified School District Kitchens

No Queen Creek Unified School District kitchen facility shall be used except as specifically outlined by the Director of Food Services and approved by the Queen Creek Unified School District's designee. Charges for food served and/or staff necessary to serve food shall be established by the Director of Food Services, approved by the Queen Creek Unified School District's designee, and paid directly to the Food Services Department.

30. Special-Interest Groups

Setup and rearranging of chairs, etc., is the responsibility of the User. The storing of paraphernalia may be a part of this 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.

31. Facility Space

To take proper care of the facility space rented and complementing facilities during the period of their use and to return the facilities to the Queen Creek Unified School District no later than the day following the last scheduled day of the approved agreement in good condition, less normal wear and tear (as judged by the Principal and the Queen Creek Unified School District's designee). If facilities have not been restored to original condition by the day following the last scheduled activity, the Queen Creek Unified School District shall restore the facilities, and the cost of such restoration shall become the financial obligation of User. Should said obligation exceed the deposit on file with the Queen Creek Unified School District, the balance thereof will be billed to the organization and must be paid within the period set forth in the invoice from the Queen Creek Unified School District. Failure to meet this payment obligation within a reasonable amount of time shall constitute proper reason for disallowing further use of the facilities by User.

· 31.1 A concession stand shall be opened for operation only with prior approval by the designee, and only on dates when dates are regularly scheduled.

· 31.2 The User must be responsible for the upkeep of the playing fields.

· 31.3 That glass containers and other breakable articles shall not be distributed by the concession stands.

· 31.4 That public address systems, when used, shall be operated with a volume setting low enough to avoid disturbance of households in areas adjacent to the schools. Excessive loudness, unnecessary announcements, and extraneous comments are to be avoided.

· 31.5 That no team practice or regularly scheduled game shall begin at such time as to interfere with the school program at any site.

The Queen Creek Unified School District furthermore reserves the right to consider rescheduling of any or all facilities upon the request of additional groups for the use of such facilities. If a rescheduling is effected, the Queen Creek Unified School District agrees to give one week's notice in writing to the User involved. School functions and activities may take precedence in some cases; in such cases the Queen Creek Unified School District agrees to provide a minimum of twenty-four (24) hours' notice if possible to the User and to provide the User with alternative arrangements.

The failure of Queen Creek Unified School 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 User's delay in the exercise of any such rights shall not release User from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of Queen Creek Unified School District to insist upon strict performance of this Agreement.

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.

Both parties agree to not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap.

The individual signing below on behalf of the User hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the User and that this Agreement is binding upon the User in accordance with its terms. By signing below, User agrees to the terms and conditions set forth herein and in Queen Creek Unified 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 Queen Creek Unified School District found in its Policy, Regulations and Exhibits.

Signature of the User's Authorized Representative: _____ Date

Name of Organization: _____

Signature of the Queen Creek Unified School District Representative: _____ Date
