

^K-1650 © KF  
**COMMUNITY USE OF SCHOOL FACILITIES**  
**Leasing (renting)**

School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes include, but are not limited to, the following: those for recreational, educational, political, economic, artistic, moral, scientific, social, religious, other civic or governmental uses.

- ~~recreational,~~ • ~~scientific,~~
- ~~educational,~~ • ~~social,~~
- ~~political,~~ • ~~religious,~~
- ~~economic,~~ • ~~other civic,~~
- ~~artistic,~~ • ~~or governmental.~~
- ~~moral,~~

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.

### **Uncompensated Use**

The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the 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.

### **Generally**

The Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

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 efforts 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.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105. ~~Amphitheater Public Schools shall be named an additional insured on the Certificate of Insurance.~~

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.

*Adopted:* date of Manual adoption

LEGAL REF.: A.R.S. 15-511

15-1105

15-1141 to 15-1143

16-411

CROSS REF.: A - District Mission and Belief Statement

AC - Nondiscrimination / Equal Opportunity

EDC - Authorized Use of School-Owned Materials and Equipment

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COMMUNITY USE OF SCHOOL FACILITIES

The principal 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.
- The safety or welfare of the students would be jeopardized.

**~~Regulations for Use~~**

~~The application should be submitted at least 14 working days prior to the date of use.~~

~~The applicant must also submit a statement that the facilities will not be used in an illegal manner or for an illegal purpose.~~

~~Administrators or custodians are to have access to all facilities at any and all times.~~

~~All properties are to be accounted for and left in as good condition as when received. Extra property is to be removed from the premises no later than 24 hours after the performance.~~

~~No lighting, wiring, or scenery is to be changed except by special written permission from the principal of the school, and, when such special written permission is granted, such lighting, wiring, or scenery must be replaced as directed at the expense of the party requesting the change.~~

~~The District reserves the right to refund deposits paid in advance for rental of any facilities, should the Governing Board decide the performance presents a clear and imminent danger to the facilities or to persons who may be present, and to cancel the use of the facility on the date or dates specified in this agreement by giving notice by telephone, messenger, or letter to the address as given, or by inserting one advertisement in a daily newspaper in Tucson, at any time prior to any such performance.~~

~~In accordance with A.R.S. 15-1105(C), the Governing Board shall require that the applicant/lessee provide evidence of liability insurance and evidence of same (satisfactory to the District) filed with the District at the time of signing the lease agreement. This insurance shall be provided in the minimum limits of \$100,000/\$300,000 for bodily injuries and \$50,000 for property damage. The~~

~~lessee shall agree to indemnify and save harmless the District from any claim or loss by reason of the lessee's use or misuse of the leased premises and from any claim or loss by reason of any accident or damage to any person or property happening on said premises.~~

~~Rental payments are due and payable before the facilities are used unless other arrangements are made through the Superintendent's office.~~

~~Alcoholic beverages and smoking (except in designated smoking areas) are prohibited on school premises.~~

~~All rental payments shall be used to defray the expense of making the premises available to the lessee.~~

### **~~Use of School Facilities by Staff Members or Staff Organizations~~**

~~School facilities are available for use by staff members upon securing clearance through the Superintendent's office. Such utilized facilities include auditoriums, multipurpose rooms, cafeteria dining rooms, classrooms, etc., that at the time are not in use with the regular school program. If other personnel are necessary to assist with meeting arrangements, the using organization pays such expenses. Use criteria:~~

- ~~• Employee groups utilizing District facilities for recreational purposes must be composed of 2/3 employees. If the general public exceeds 1/3 of the group, the cost for such facilities will be charged at public usage rates.~~
- ~~• Employee groups are responsible for scheduling usage through the proper authority and for maintaining the cleanliness of the facilities used, including the return of equipment and furniture.~~
- ~~• Employee functions must be scheduled on the master calendar at each site.~~
- ~~• Any function that involves the use of kitchen facilities requires prior approval by food service. A fee may be charged to have a food service attendant present during the function.~~
- ~~• A church group, service organization, townhouse association, or any other group is not eligible for complementary usage, even though a member or members of the group are employed by the School District.~~
- ~~• Facility usage fees will be charged for events that involve any form of religious ceremony or observance.~~

- ~~• The use of a high school auditoriums' lighting and sound equipment requires staffing by a District specialist.~~
- ~~• The District reserves the right to review all activities and to exclude activities that, in its opinion, may create liability problems or conflict with its stated District policy and regulation.~~

~~Adopted: \_\_\_\_\_ date of manual adoption~~

~~REGULATION~~ ~~REGULATION~~  
**COMMUNITY USE OF SCHOOL FACILITIES**  
(Filing Procedures for Use of Equipment/Facilities)

A request is made at with the campus District Facility Coordinator on which the facility is located or the equipment is stored at least two (2) weeks before the requested use.

The principal of the campus involved District Facility Coordinator shall review the submitted request form, checking to be sure the applicant has filled in all of the necessary information and has signed the form. The principal/designee shall note approval or non-approval, forwarding the request to the District office. If approval is not recommended the request shall be forwarded with an explanation.

If given approval by the District office, costs, evidence of insurance and other requirements are to be indicated and the requests returned as indicated below.

- The request form is sent from the District office back to the principal/designee once acted upon. The principal District Facility Coordinator is responsible for notifying the applicant of the approval, conditions (if any) imposed or denial of approval and reasons.
- If costs are involved, the principal asks the applicant to sign below the area specifying the fees and conditions.

Payment of projected fees are to be received in advance. All liability insurance is to be secured by the applicant, with evidence being sent to the District office one (1) week before the date of use. Failure to secure acceptable liability insurance will cancel the use agreement. Any cost overruns for services or equipment will be billed to the lessee.

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**COMMUNITY USE OF SCHOOL FACILITIES**

~~STATEMENT OF INFORMATION AND INDEMNIFICATION~~

~~Each person, group or organization requesting the use of certain school facilities ("Facility" - auditoriums, gymnasiums, cafeterias, multipurpose buildings, ramadas, and classrooms) for an activity or presentation shall, as a condition for the issuance of the permit, file the following statement.~~

~~The undersigned states that, to the best of his/her knowledge, the school property for the use of which application is hereby made will not be used for the commission of any act that is prohibited by law, or for the commission of any crime.~~

**~~Indemnity, Liability, and Insurance~~**

~~School District ("District"), Lessee hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to Lessee's use or occupancy of any portion of the Facility from any cause whatsoever, and Lessor hereby waives all claims in respect thereof against the District. Lessee shall indemnify, defend, and save harmless District and all 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 Lessee, 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 Lessee or out of claims under similar such laws. Lessee's obligation under shall not extend to any liability caused by the sole negligence of District, or its employees. Where both District and Lessee, 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.~~

~~Pursuant to A.R.S. 15-1105 et seq., Lessee 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 Lessee's use of any portion of the facility, which insurance shall include the District as an additional insured and be primary and non-contributing to any coverage maintained by the District. This insurance shall be provided in limits of not less than \$100,000/\$300,000 for bodily injuries and \$50,000 for property damage. Lessee shall provide the District with a certificate evidencing such insurance coverage is in effect.~~

Lessee:

\_\_\_\_\_  
Name of Organization                      Signed                      Title

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Insurer

\_\_\_\_\_  
Date facilities will be used and time needed

\_\_\_\_\_  
Requested facilities

Adopted: date of manual adoption

Revised: August 4, 2003

An applicant requesting the use of school facilities agrees to comply with the following rules and the District policy concerning conduct on school property if granted permission to use the requested school facilities.

- All community group activities, including preparations, must be conducted in such a manner that students can continue their educational programs without undue interruption.
- An employee of the District must be on duty whenever a school building is used by an organization or group unless prior approval for other arrangements has been granted.
- The applicant is held responsible for the preservation of order. All children attending or participating in the event or activity must be supervised by responsible adults.
- No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on the grounds.
- Tobacco and smoking is prohibited on school property.
- Possession of firearms is prohibited on school grounds.
- Putting up decorations or scenery or moving pianos or other major furniture is not allowed without prior permission.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school. Any sales are prohibited unless the proceeds will be used for charitable or nonprofit educational purposes.



- All groups must provide the District with documentary evidence of liability insurance with a limit of at least ten thousand dollars (\$10,000) for property damage and one million dollars (\$1,000,000) for bodily injury. Amphitheater Public Schools is to be named as an additional insured on the Certificate of Insurance. Each group will be responsible for the repair or replacement of damaged equipment, furniture, or facility.
- 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 any damages that might be done to any equipment, furniture, or facility.
- All wages earned by District employees on duty for approved facilities use shall be paid by the District. No District employees shall be paid directly by any group using the facilities.
- The availability of cafeteria kitchens and other special subject or usage areas may be restricted to specific times or activities. Special fees may be charged for the use of those facilities.
- 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. If a school program or calendar changes, the school program shall take priority, even if the activity has been scheduled. Every effort will be made to reschedule the activity as conveniently as possible when such cancellation has occurred.
- 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.
- 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 applicant to make appropriate members familiar with the use of fire and other safety devices and procedures.
- All activities must be conducted within the laws, rules and regulations of the State of Arizona and applicable municipal subdivisions.
- Requests for future use may be denied to an organization that fails to comply with established rules.

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COMMUNITY USE OF SCHOOL FACILITIES

REQUEST FOR USE OF SCHOOL FACILITIES

The application for use of district facilities may be found directly behind this cover sheet.

Date \_\_\_\_\_, 20\_\_\_\_

TO: \_\_\_\_\_

We, \_\_\_\_\_, request the use of  
Name of organization / group \_\_\_\_\_  
a school building facility at \_\_\_\_\_ School for the  
purpose of presenting the following program: \_\_\_\_\_

Specific location requested \_\_\_\_\_

We wish the above facility on the following dates: (An attachment is acceptable.) \_\_\_\_\_

Day(s) of week Month Date(s) Year Hours \_\_\_\_\_

If equipment, lighting, tables or chairs are required please specify and indicate any special arrangements needed on the form provided: \_\_\_\_\_

There ☐ (will) ☐ (will not) be an admission charge. The admission will be \_\_\_\_\_  
for adults and \_\_\_\_\_ for children. The proceeds will be used for: \_\_\_\_\_

The rental fee will include custodial or school personnel services, utility costs, and equipment usage fee, if applicable. NOTE: Food services charges and technicians are paid separately. \_\_\_\_\_

Two (2) people the District may contact, if necessary, are:

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone: (work) \_\_\_\_\_ (home) \_\_\_\_\_

Zip code \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone: (work) \_\_\_\_\_ (home) \_\_\_\_\_

Zip code \_\_\_\_\_

***We agree to become familiar with and abide by the printed rules and regulations of the District concerning the public use of school facilities and conduct on school grounds.***

This request shall be submitted at least two (2) weeks prior to the requested date(s). \_\_\_\_\_

RENTAL IS PAYABLE IN ADVANCE TO \_\_\_\_\_

Remit to District Office. \_\_\_\_\_

Signatures and titles of organization representatives (2) \_\_\_\_\_

FOR DISTRICT USE ONLY

LEASE AGREEMENT (where applicable)

It is understood that all rates quoted, as well as other conditions stipulated, are a part of this agreement and that proof of liability insurance is required.

Base charge of facility to be used. \_\_\_\_\_ \$

Additional charges \_\_\_\_\_ \$

Total \$ \_\_\_\_\_

Classification of user (circle one)

I H III

Your application for school building usage has been:

Building Action

Recommended \_\_\_\_\_ Not recommended for approval

Date: \_\_\_\_\_ Principal \_\_\_\_\_

District Action

Denied or altered for the following reason(s): \_\_\_\_\_

~~Approved: \_\_\_\_\_~~  
~~Business Administrator Superintendent~~  
~~Date \_\_\_\_\_ 20 \_\_\_\_\_~~  
~~Lessee Acknowledgement~~  
~~Signature \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_~~

~~**Note:** All requests for use of property and/or equipment must be initiated with the campus principal/designee to be involved in authorizing campus-level approval. The request will be forwarded to the District office for final approval/disapproval. In order to avoid conflict in use, please submit all requests at least fourteen (14) days prior to date of requested usage.~~

**Checklist of Needs (part of application)**

- ~~☐ Custodial services needed.~~
- ~~☐ Cook needed.~~
- ~~☐ Special equipment needed:~~
- ~~☐ Audiovisual equipment.~~
- ~~☐ Public address system.~~
- ~~☐ Scoreboard controls.~~
- ~~☐ Kitchen equipment.~~
- ~~☐ Concession stand equipment and keys.~~
- ~~☐ Stage equipment.~~
- ~~☐ Shop equipment.~~
- ~~☐ Special school personnel.~~
- ~~☐ Keys for access to: \_\_\_\_\_~~
- ~~☐ Custodial services: \_\_\_\_\_~~
- ~~☐ Open building.~~
- ~~☐ Close building.~~
- ~~☐ Extra time needed for extra cleanup needed \_\_\_\_\_~~
- ~~☐ Custodial time needed to set up \_\_\_\_\_~~
- ~~Estimated number of hours \_\_\_\_\_~~
- ~~Total hours \_\_\_\_\_~~

~~EXHIBIT EXHIBIT~~  
**COMMUNITY USE OF SCHOOL FACILITIES**  
SCHOOL FACILITIES USER FEES

**Class I**      ***Fees***   No charge for District Mission related use.

<u>School-sponsored activities</u>	<u>Teacher Organizations</u>
<u>School Clubs</u>	<u>P.T.A. / Organizations</u>
<u>Boy Scouts</u>	<u>Booster clubs</u>
<u>Girl Scouts</u>	<u>Arizona Youth Soccer Organization</u>
<u>Little League Program</u>	

**Class II**      ***Fees***   See below

<u>Community college</u>	<u>Civic organizations</u>
<u>Community concerts</u>	<u>Educational organizations</u>
<u>Churches</u>	<u>Government organizations</u>
<u>Recitals Service organizations</u>	<u>Cultural organizations</u>
<u>Extended day resource programs</u>	

**Class III**      ***Fees***   See below

Commercial or profit-making organizations

<b><u>Facility</u></b>	<b><u>Class II</u></b>	<b><u>Class III</u></b>
<u>Classroom-Standard</u>	<u>\$X per hour</u>	<u>\$X per hour</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>
<u>Computer lab/specialized</u>	<u>\$X per hour</u>	<u>\$X per hour classroom</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>
<u>Auditorium</u>	<u>\$X per hour</u>	<u>\$X per hour</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>
<u>Gymnasium - Primary</u>	<u>\$X per hour</u>	<u>\$X per hour</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>
<u>Gymnasium - Secondary</u>	<u>\$X per hour</u>	<u>\$X per hour</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>
<u>Cafeteria and kitchen</u>	<u>\$X per hour</u>	<u>\$X per hour</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>
<u>Cafeteria only</u>	<u>\$X per hour</u>	<u>\$X per hour</u>
	<u>\$X added hours</u>	<u>\$X added hours</u>

Football stadium

w/o lights	\$X per hour	\$X per hour
	\$X added hours	\$X added hours
with lights	\$X added hours	\$X added hours

Outdoor playfield

w/o lights	\$X per hour	\$X per hour
	\$X added hours	\$X added hours
with lights	\$X added hours	\$X added hours

**Goods and Services Contributed**

A person, group or organization may contribute goods or render services as full or partial payment of the user fee. The value of the goods will be determined by the District based upon established market price, trade in value, posted prices or where these methods prove impractical, appraisal or barter may be employed so long as the procedure is advantageous to the District. The value of services rendered shall be based upon the hourly wages of a beginning employee of this or another Arizona School District performing similar functions as determined by the District. Should disagreement between the contributor and the District occur as to the value of the goods or services offered, the District reserves the right to refuse to accept the offer.