

FACILITIES USER GUIDE

Sahuarita Unified School District #30 350 W. Sahuarita Road Sahuarita, AZ 85629

(520) 625-3502 ext. 1125

(Revised June 2018)

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Welcome to the Sahuarita Unified School District's Facilities Department! This document has been created to guide you through the process of using District facilities that are made available to the community and interested organizations. You will also find information on the requirements and regulations for using any of the facilities.

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CONTACT INFORMATION

For rental of the following facilities, please contact the Facilities Office at 520-625-3502, ext.1125.

Sahuarita Primary School
Copper View Elementary School
Sahuarita Intermediate School
Sahuarita Middle School
Sahuarita High School
Sopori Elementary School
Anza Trail School
Sahuarita Park
Aquatic Center
Walden Grove High School
Wrightson Ridge School
All sports fields at school sites

For rental of the Sahuarita Unified School District Auditorium, please call (520) 625-3502, ext. 1021.

In order to use a Sahuarita Unified School District facility, please submit a **Facilities Request** using the link on this page. This link may be obtained on our website www.susd30.us or by calling the Facilities Office at (520) 625-3502 ext. 1125.

FACILITIES REQUEST

Create an account

https://az2.mlschedules.com/Register.aspx

Already have an account

https://az2.mlschedules.com/Login.aspx

GOVERNING BOARD POLICY

Leasing (renting)

School facilities and property may be leased to 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: Artistic, Economic, Educational, Governmental, Recreational, Religious, Youth Organizations, Other Civic.

Uncompensated Use

The Superintendent may permit the uncompensated use of facilities and property by any school-related group or organization whose 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.

Statement and the group's promotion of 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.

<u>Generally</u>

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 District as determined in good faith by the Superintendent and presented for Board Approval.

The District will make every 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 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.

The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District Policy. The mission of the Sahuarita Unified School District is found on the District website at www.susd30.us.

USE OF FACILITIES REGULATIONS

Definitions

The contract, as used herein, means a written agreement (Facility Use Agreement) for use of school facilities as issued to an applicant by a designee of the Sahuarita Unified School District. This agreement binds the lessee and the Sahuarita Unified School District to the terms outlined herein and in the Facility Use Agreement.

Sahuarita Unified School District ("the District" or "SUSD"), as used herein, includes the Sahuarita Unified School District and its agents and/or employees.

Lessee, as used herein, means any person, firm, association, organization, partnership, company or corporation that applies for, and is granted, a contract to use the facilities of the District.

Designee, as used herein, refers to a representative of the Sahuarita Unified School District appointed by the Superintendent who manages the responsibilities of renting District facilities to lessees.

Property, Facility, and premises, as used herein, are synonymous.

Single-use, as used herein, indicates the singular use of any facility by an organization within a period of six months.

Multiple uses, as used herein, indicates the recurring use of any facility by an organization within a period of six months, and/or the use of more than one facility by an organization within the period of one fiscal year.

<u>Authority</u>

The District's designee is hereby authorized to enter into agreements with groups, individuals, etc., for the use of school facilities that, in the designee's opinion, are in the best interests of the District and are in agreement with District policy and procedures.

Agreement

All agreements shall be submitted in writing on forms provided by the District and approved and executed by the District's designed for, and on behalf of, the District. Organizations that serve Sahuarita students will receive priority approval.

An application for use of school facilities should be initiated at least ten business days prior to the date(s) the potential lessee is requesting to use a District facility. Before approval of the Facility Use Agreement will be granted by the District's designee, the lessee must submit an application that shows:

- Specific date(s) and times requested
- Space, special services (i.e., sound system), and equipment requested* the purpose for which the District facility will be used
- A Certificate of Liability insurance with minimum limits of \$1,000,000 for bodily injuries and \$1,000,000 for property damage or the equivalent combined coverage. In addition to the lessee, the Sahuarita Unified School District shall be named as an additional insured in the policy,

 Potential lessees requesting field usage may be required by the District's appointed designee to provide supplemental information.

Insurance

Prior to the approval for use and execution of the agreement, the lessee shall procure, and maintain in full force during the lessee'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 lessee, the Sahuarita Unified School District shall be names as an additional insured in the policy, which shall include a minimum of one million dollars (\$1000, 000.00) combined single—limit bodily injury and property damage liability.

Responsibilities of Lessee

The District has the right to impose rules, regulations, policies or procedures, and/or to set special rates and use arrangements that supplement this policy, regulation, and exhibits, as may be necessary for the best interest of the District. These rates or arrangements will be a part of the Facility Use Agreement created by the District's designee. Additionally, the following list is comprised of responsibilities that apply to all lessees:

- All activities must be under competent adult supervision supplied by the lessee. Lessees providing
 programs that involve children shall provide appropriate supervision to assure the children's
 safety and proper care of facilities.
- Lessees shall provide competent adult supervision of public access restrooms and the school grounds.
- Restrooms will be made available upon the request of the lessee. It is the lessee's responsibility to make a clear request for restrooms.
- Regular use of school facilities for the teaching of private lessons, tutoring, or clinics shall not be permitted unless the District's designee approves such use.
- When on District property, it is the responsibility of the lessee to keep a copy of the Agreement (issued to approved users by the Sahuarita Unified School District) with them at all times. Upon request, this Agreement must immediately be shown to any District representative asking for documentation of approved facility usage.
- It is the responsibility of the lessee to ensure that participants and/or representatives of the lessee do not violate any Board Policies such as smoking on campus (including parking lots), drug and/or alcohol use regulations, and any other regulations that are in effect pertaining to the District facilities and properties.
- A two-hour minimum custodial fee may be charged when a Sahuarita Unified School District custodian is not already scheduled to be at the site. Security personnel fees may also be charged when the Superintendent or the District's designee deems it necessary to have Security personnel at the site. This is especially pertinent to outdoor activities (use of fields), where participants do not remain in designated areas according to the Agreement.
- It is the responsibility of the lessee to pay all fees prior to the date of the event. The District reserves the right to cancel a contract with any lessee whose account has a balance past due for more than 30 calendar days.
- Any use of District facilities may NOT interfere with any school activity.
- Lessees who do not honor the contract (i.e. use more space and/or time than requested and approved to use) will be billed accordingly.

- The District shall repair damages to facilities resulting from the use by the lessee and the expense shall be reimbursed to the District by the lessee. Failure to pay for damages will be cause for declining any future use of any District facilities or property.
- It is the responsibility of the lessee to strictly adhere to the time of use specified in the Facility
- Use Agreement. If the agreement specifies usage from 9:00 a.m. to 1:00 p.m., that means the lessee arrives at the facility at 9:00 a.m. and has totally vacated the facility at 1:00 p.m. This is necessary to accommodate facilities where multiple events are scheduled.

Cancellations of Facilities

- Five (5) business days notice of cancellation is required for all facilities.
- Hourly facility fees and custodial and security charges are non-refundable when cancellations are received less than 5 days prior to the scheduled use.
- Weather conditions may deem it impossible to safely use fields. In these cases, if the District
 is informed in writing within 24 hours of the approved date that the lessee was not able to use
 the field(s) due to weather conditions, the lessee will not be charged rental fees for the
 canceled event.
- Sahuarita Unified School District reserves the right to cancel any approved use of any facilities
 when repairs, maintenance, or Sahuarita Unified School District sponsored events must take
 place at the facility. In such cases, the District agrees to provide a minimum of twenty-four
 hours notice (when possible) to the lessee.

Payment / Fees

- All fees are due ten (10) business days in advance unless designee specified otherwise.
- All fees to be figured to the nearest 1/2 hour.

<u>Special Personnel</u>: If special personnel (i.e., security, custodial, kitchen) are required, the The district will supply that personnel and fees listed on the Rental Rate list will apply.

Storage: Storage space is not available.

FACILITY USE AGREEMENT OVERVIEW

General

In order to use any Sahuarita Unified School District facility, the lessee must agree to all the terms and conditions outlined in the Facility Use Agreement and the Facilities User Guide.

It is the responsibility of the lessee to be familiar with all the terms and conditions of the Facility Use Agreement.

Alteration of Premises

No lessee shall make any changes or alterations without prior written approval from the District designee. The lessee or representative of the lessee may not remove any District property from the premises or purposely destroy District property. This includes removing padlocks without District permission. Failure to comply with this provision will void the Facility Use Agreement and terminate the use of the designated facility.

Re-leasing

The District reserves the right to re-lease any portion of the facilities that become vacant during the term of any agreement or any area where the agreement has been voided or canceled by either party. If the District re-leases because of lessee's default, no refund will be due to the first lessee of any sums paid in advance.

Sub-leasing

Lessee 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.

Liability for Lessee Property

The District shall not be liable for any loss, damage, or injury to properties of any kind that are stored in or on the premises. District designee must give approval for the lessee to bring property on the premises.

Observance of the Law

The lessee 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 instituted by the District.

Signs, Posters, and Literature

The lessee shall not post or permit to be posted any sign on school premises or anything that will injure, mar, or in any manner deface the premises. Furthermore, the lessee will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed in any part of the building or premises.

Hanging pictures, banners, and other items requires submitting form (in SUSD Website) for Districts approval. Inquiries regarding posting flyers should be directed to (520)625-3502 ext 1000.

Advertising

The lessee shall not advertise any performance until agreements between all parties involved have been properly executed. All advertising must clearly state the sponsoring agent and be approved by the District designee. Inquiries regarding advertising should be directed to (520) 625-3502 ext 1000.

Facility Capacity

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

Termination of Contract

The Sahuarita Unified School District reserves the right to terminate any agreement if the lessee is found to be in violation of District rules, regulations or procedures. In addition, in case of fire, casualty, or other unforeseen occurrences that render impossible the fulfillment of the agreement by the District, the agreement shall be immediately terminated by the District designee. Payment shall be paid only for the time the premises are actually used.

The District may, by written notice, direct lessee to suspend its use of the facility for such period of time as may be determined by the District to be necessary. Payment shall be paid only for the time the premises are actually used.

Amendment to Contract

Any and all amendments to an existing contract must be submitted in writing to the District's designee. These changes shall be subject to the approval of the designee and shall be considered binding in the same manner as the agreement.

Specific Terms of Use

When using any District facility, the terms of use are outlined in the Facility Use Agreement. Lessee agrees to take good care of the facility and any equipment and furniture located therein and to leave the facility in as good order and condition as existed prior to lessee's use. Lessee shall not permit any food or drink in any portion of the facility without the prior written consent of the District. All activities must be under competent adult supervision supplied by the lessee.

The following specific rules shall be observed while using any facility and the lessee shall be held responsible for enforcing them and for any damages incurred out of any violation thereof:

- The use of tobacco in any facility, campus, or parking area in any form is prohibited.
- Drinking of alcoholic beverages or gambling anywhere in or on the premises is prohibited.
- Persons attending functions shall confine themselves to the specific part of the facility/campus assigned in the agreement.
- Use of school equipment or supplies shall not be permitted without the permission of a designee or as outlined in the agreement.
- Facilities must be vacated by the time in the agreement. It is the responsibility of the lessee to see that this requirement is met.

Use of District Auditorium

It is the responsibility of the organization using the facility to ensure that the building is left in good condition and that the times listed in their Facility Use Agreement are strictly followed.

The following rules apply to the use of the auditorium and pods:

- All organizations must complete a Facilities Request for Use Form to use the auditorium and/or pods.
- No food or drinks allowed inside the facility. It is the responsibility of the lessees to enforce this policy.
- Expenses incurred by the District due to food or drinks being inside the auditorium will be charged and paid by the lessees. Custodial fees will be charged per the Rental Rates.
- Only Lessees with approved Facility Use authorized to use the auditorium facility.
- District authorized personnel must be on site the entire time of the event.
- The fee for technical personnel and the number of personnel required for the event will be decided at the sole discretion of the District designee and paid for by the lessees.
- Set up fees and technical fees will be charged per the Rental Rates.
- All special requests and set up instructions must be listed on the Facility Request for Use
 Form. Any violations of these policies regarding the auditorium and/or pods will result in
 immediate termination of any and all Facilities Use Agreements that are in place and prevent
 any future agreements for use.

Use of District Kitchens

No District kitchen facility shall be used except as specifically outlined by the supervisor of cafeterias and approved by a designee. Charges for food served and/or staff necessary to serve food shall be established by the Director of Food Services. The following are the procedures for use of any food service facilities:

- All organizations must complete a Facilities Request for Use Form to use the cafeteria (dining room area only).
- Kitchen areas are restricted.
- It is the responsibility of the organization using the facility to ensure that the building is left in proper condition, ready for the next school day. This includes:

- Clean Tables
- Sweep and mop floors
- Disposal of trash to the dumpster; reline trash cans
- Keeping unauthorized individuals out of restricted areas.
- Setting tables in original positions
- o At end of the event, lock doors that need to be locked

The following rules apply to the use of the kitchen area:

- Only authorized individuals are allowed in the kitchen
- Kitchen is not available for cooking and food preparation by non-food service personnel
- All cooking and food preparation will be done by food service personnel only. Catering requests can be made with the Food Service Director. Food and labor costs will be charged accordingly.
- If it is necessary to use the kitchen after the regular school day, such as for set up or minimal food setup, a food service employee must be present. This individual will be compensated accordingly by the organization using the facility.
- Kitchen equipment (smallwares, carts, tables) are not to be taken from the kitchen.

Use of District Stadium, Track, & Field

No District stadium, track, or field facility shall be used except as specifically outlined and approved by the District designee. Charges for security and/or staff necessary to maintain order and ensure policies are enforced will be outlined by the District designee. The following are the procedures for usage of the stadium, track, and field facilities:

- All organizations must complete a Facilities Request for Use Form to use the stadium, track, and/or field.
- It is the responsibility of the organization using the facility to ensure that the area is left in proper condition, ready for the next school day or event. This includes:
 - Enforcing all stadium, track, and field restrictions b. Picking up all trash; cleaning entire area
 - Disposal of trash to the dumpster; reline trash cans
 - Keeping unauthorized individuals out of restricted areas
 - At end of the event, check out with security personnel regarding facility conditions

The following rules apply to the use of the stadium, track, and field:

- No gum No sunflower seeds No food No Gatorade No soda allowed on the track or field area
- Water ONLY on track and field area
- Only lessees with approved Facility Use Agreements in place are authorized to use the stadium, track, and field
- No vehicles on track and field
- Only District approved carts on track and field
- No shade structures/umbrellas or chairs on the track and field

- District authorized security personnel must be on site the entire time of the event.
- The fee for security personnel and the number of personnel required for the event will be decided at the sole discretion of the District designee and paid for by the lessees.
- Concessions stands will <u>not</u> be available for use by lessees.
- The PA System will <u>not</u> be available for use.
- Light requests must be specified on the Facility Request of Use Form and will incur additional fees.

Any violations of these policies regarding the track, field, and/or stadium will result in immediate termination of any and all Facilities Use Agreements that are in place and prevent any future agreements for use.

Use of Sahuarita Park

Sahuarita Park is open to the public outside of school hours. Persons wishing to reserve facilities at Sahuarita Park may do so by contacting the Facilities Department at (520)625-3502 ext. 1125.

Default by Lessee

In the event that the lessee shall fail to perform, keep and observe any of the terms or conditions of the agreement, the designee shall give the lessee written notice of such default, and the lessee may be declared in default and all of its rights shall terminate. At the direction of the designee, the lessee shall vacate the school facilities and shall have no right to further operate and shall forfeit all rights under the contract to any sums of money due or paid the District.

The lessee, the contract, liable to persecution, nor be held liable for damages in the event that the District declares the lessee in default.

In the event that the lessee fails to pay any fee or other sum required to be paid by the lessee when due, or otherwise fails to comply with or observe any other provisions of the 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 lessee.

Special-Interest Groups

Set up and rearranging of chairs etc. is the responsibility of the lessee. It is also the responsibility of the lessee to remove chairs or any other items setup or rearranged by the lessee and to leave the premises in the condition prior to the event. Storage space will not be provided.

The lessee agrees:

- To take proper care of the field(s) and complementing facilities during the period of their use.
- The principal of the school involved and the designee shall judge jointly whether proper care and policing of the facilities are being carried out.
- That the preparation of the ground for the lessee's program shall not interfere in any way with the school program at any site. Lessees may not work on grounds' preparation without written

- permission from the Director of Facilities. Lessee may use the only District approved lining supplies and equipment for marking fields.
- To return the facilities to the District at the end of the season in good condition, as judged jointly by the facility principal of the school involved and the designee.
- To furnish all needed materials for the operation of the lessee's program without cost or obligation to the District.
- No modification of the school premises for the lessee's activities shall be made without the designee's written approval.
- Glass containers are not permitted on any campus or facility.
- The District will not furnish a public address system. If the lessee provides a public address system, it shall be operated with a volume setting low enough to avoid disturbance to areas adjacent to the District campus.
- No team practice or regularly scheduled games shall interfere with the school program at any site.
- Field lights shall not be turned on for any purpose other than specifically outlined in the Facility Use Agreement. Failure to adhere to this will be grounds for termination of the agreement.
- It is the responsibility of the lessee to provide adequate adult supervision at all times. At no time during the lessee's occupancy of a designated area are participants and guests to be on any part of the school campus other than the area specified in the agreement. Failure to adhere to this provision will be grounds for termination of the agreement.
- The lessee is responsible for any damages or vandalism to District property by participants or guest attending an event sponsored by the lessee.
- If facilities have not been restored to original condition by the day following the last scheduled activity, the District shall restore the facilities, and the cost of such restoration shall become the financial obligation of the lessee.
- The District reserves the right to terminate this agreement upon notice if the lessee has violated any of the agreement or has in anyway abused the privilege granted in using the school facilities.
- School functions and activities take precedence in all cases.
- All regulations of the District pertaining to the agreements issued for the use of school facilities are binding on the lessee.
- Upon signing the agreement, both the lessee representative and the District representative agree to the regulations and conditions stated. All fees are due 10 business days prior to the date of approved use.

QUICK REFERENCE

In general, all organizations may use the following as a checklist for reserving space in a Sahuarita Unified School District facility:

Complete and submit a Facility Request for Use form to the Facilities Department
(at least 10 business days in advance of the requested use).
Provide the Facility Request for Use Form and the following to the Facilities
Department:
Proof of \$1 million liability insurance listing Sahuarita Unified School District as additionally insured
Proof of 501(c)3 status (if applicable)
A calendar of exact dates and times requested
Indicate facility you are requesting.
When applicable, the room setup, microphones, tables, etc. that you are
requesting on the Facility Request for Use Form.
Remember that the Facility Request for Use Form must indicate times that
include custodial set-up and clean up time.
No request to use facilities is official until proper approval has been received and
a Facility Use Contract has been issued, signed, and executed by the District
designee.
For rental fees, please refer to the Sahuarita Unified School District Rental Fees