

# **Tolleson Union High School District #214**



## **Use of Facilities Policies, Procedures, and Rental Agreement**

**Tolleson Union High School  
Westview High School  
La Joya Community High School  
Copper Canyon High School  
Sierra Linda High School  
District Office Complex and Other Facilities**

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## **Foreword**

It is the policy of Tolleson Union High School District that the district's facilities are part of the school community and available for use by the community at-large whenever such use does not conflict with regular school use and activities. Tolleson Union High School District believes that a fair and equitable fee schedule should be established that ensures that members of the general school community shall have appropriate access and opportunity to utilize the facilities of the district.

The fee schedule and facilities use policy shall strive to ensure that Tolleson Union High School District does not incur any costs or expense for the community's use or rental of the District's facilities and/or property. **Further, the District reserves the right to restrict the use of any facility when it is deemed that such a restriction is in the best interest of the students, staff, and residents of Tolleson Union High School District.**

When districts decide to make school facilities available to the public, a process for compliance with state statute needs to be in place. Two important parts of this process, which together constitute a facility use program, include a risk assessment evaluation and an application procedure.

The risk assessment evaluation should include:

- A walk-through of the facility so that the district and applicant can evaluate potential risk to event attendees or to the district as a result of the event; and
- A pre-use guideline summary designed to communicate the steps that must be taken prior to facility use. These guidelines should alert applicants to their responsibility to maintain a safe environment for the event and protect the district facility.

Should the occupant not have the necessary general liability coverage to comply with A.R.S. §15-1105 et seq., the occupant has the option of purchasing the necessary general liability coverage by applying at the following website: <https://www.ebi-ins.com/tulip/>. This service is provided by Arizona School Risk Retention Trust, Inc.

The occupant must follow the facility use procedures established by the district. Furthermore, all fees must be paid in advance of facility use unless other arrangements have been made and are agreeable to the district and the renter and outlined in the contract.

The terms and conditions of the district's policy, not this document, will apply to any and all facility use contracts.

All rental documents and fee payments are to be returned to the Tolleson Union High School District Office for processing.

## Facility Use Procedure and Occupant List

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**To be completed and signed by the occupant. Check each box.**

Y   N

- 1.      Read, complete, and sign the Rental Agreement. Will you comply with its terms and conditions?
  
- 2.      Do you understand that you are responsible for informing all event participants of the need to comply with the terms of the Rental Agreement?
  
- 3.      Do you have the necessary evidence of liability coverage?

If you answered “yes” to questions 1-3, please sign below and return this form to the district along with the signed Rental Agreement.

If you answered “yes” to questions 1 & 2 and “no” to question 3, you have the option of purchasing the necessary general liability coverage by applying at the following website: <https://www.ebi-ins.com/tulip/>. This service is provided by Arizona School Risk Retention Trust, Inc.

Upon completion of the rental agreement and facility use guidelines, please sign below and return this form to the District Office, along with a signed copy of the Rental Agreement, and a copy of your liability coverage as outlined in the Rental Agreement.

Name of occupant’s organization: \_\_\_\_\_

Signature of occupant: \_\_\_\_\_

Name of occupant (print): \_\_\_\_\_

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

## **Facility Use Categories**

The Tolleson Union High School District Facilities Use Policy establishes the following facility use categories:

### **School Associated Groups (Class I)**

Tolleson Union High School District Employee Organizations  
Student-sponsored Groups

Association formed for the betterment or improvement of local schools. The Superintendent or designee will be the responsible person to decide which associations meet this requirement.

Institutions of higher learning for in-service classes for school district personnel requested by the Governing Board, the Superintendent, or his/her designee.

Organized groups within the school community who serve all high school pupils within the school community and do not charge for admission.

All other school-related activities deemed comparable to above by the Principal or his/her designee.

### **Community Activities and Non-Profit Civic, Service or Church Organizations (Class II)**

Service or non-profit community groups or organizations in the general geographical area of a high school that request permission to use school facilities for an activity involving elementary and/or secondary school age youth in the community. This classification shall not apply to any activity where proceeds are collected.

Institutions of higher learning other than the “School Associated Groups” listed above.

Public and non-profit charter schools outside the Tolleson Union High School District.

The classification of other groups or organizations as “Community Activities” will be the responsibility of the Superintendent or his/her designee.

All groups of a non-profit cultural, civic educational, or charitable nature except those groups or organizations which are school affiliated.

### **Commercial or Profit-Making Ventures Where Proceeds are Received (Class III)**

An organization or group using the facility in an attempt to realize a profit, including for-profit charter schools, and where an admission charge is made or other proceeds are received.

## **Facility Locations**

### **Copper Canyon High School (CCHS)**

9126 West Camelback Road  
Glendale, Arizona 85305

Major Crossroads: Camelback and 91<sup>st</sup> Avenue

### **District Office Complex (DO)**

9801 West Van Buren Street  
Tolleson, Arizona 85353

Major Crossroads: Van Buren Street and 99<sup>th</sup> Avenue

### **La Joya Community High School (LJCHS)**

11650 West Whyman Avenue  
Avondale, AZ 85323

Major Crossroads: Avondale Boulevard between Durango and Lower Buckeye Roads

### **Sierra Linda High School (SLHS)**

3434 South 67<sup>th</sup> Avenue  
Phoenix, Arizona 85043

Major Crossroads: 67<sup>th</sup> Avenue between Lower Buckeye and Broadway Roads

### **Tolleson Union High School (TUHS)**

9419 West Van Buren Street  
Tolleson, Arizona 85353

Major Crossroads: Van Buren Street between 91<sup>st</sup> and 99<sup>th</sup> Avenue

### **Westview High School (WHS)**

10850 West Garden Lakes Parkway  
Avondale, Arizona 85392

Major Crossroads: 107<sup>th</sup> Avenue between Indian School and Thomas Roads

**Tolleson Union High School District No. 214  
Facility/Field Fee Schedule**

	Class I	Class II	Class III	Custodial	Additional Staffing
Facility/Field	TUHSD School Function/Approved student sponsored group	Non-profit/Civic, Sports Leagues, Youth Organizations, Churches, HOAs	Commercial or Profit-making Organization	Minimum of 1 custodian required for all rentals.	As required per contract needs.
		Per hour –	Per hour –	Per hour/Per person –	Per hour/Per person –
Auditorium (TUHS)	No Charge	\$35.00	\$55.00	\$35.00	A/V Tech - \$35.00
Performing Arts Center (PAC) w/Sound Booth	No Charge	\$100.00	\$175.00	\$35.00	A/V Tech - \$35.00
Baseball Field	No Charge	\$25.00	\$35.00	\$35.00	
Cafeteria w/o Kitchen	No Charge	\$65.00	\$80.00	\$35.00	
Meeting Room	No Charge	\$40.00	\$50.00	\$35.00	Computer Tech - \$35.00
Classroom	No Charge	\$40.00	\$50.00	\$35.00	Computer Tech - \$35.00
Football Stadium	No Charge	\$75.00	\$125.00	\$35.00	Equip Support - \$35.00
Football Stadium w/Lights	No Charge	\$200.00	\$325.00	\$35.00	Equip Support - \$35.00
Gymnasium	No Charge	\$100.00	\$125.00	\$35.00	Equip Support - \$35.00
Lecture Hall	No Charge	\$60.00	\$70.00	\$35.00	Computer Tech - \$35.00
Media Center/Library	No Charge	\$60.00	\$70.00	\$35.00	Computer Tech - \$35.00
Computer Lab	No Charge	\$40.00	\$75.00	\$35.00	Computer Tech - \$35.00
Parking Lot Only	No Charge	\$20.00	\$30.00	\$35.00	
Pool	No Charge	\$75.00	\$120.00	\$35.00	Lifeguard - \$35.00
Softball Field	No Charge	\$25.00	\$35.00	\$35.00	
Tennis Courts	No Charge	\$25.00	\$35.00	\$35.00	
Dance Studio	No Charge	\$50.00	\$75.00	\$35.00	

An equipment support cost may be incurred for use of tables/chairs. See table on page 8.

When more than 500 people are involved, Police are required and must be contracted by the renter directly with the appropriate police department. Must provide proof of contracted Police to the District. See page 13 for details.

**Tolleson Union High School District No. 214  
Equipment Support Fee Schedule**

	Class I	Class II	Class III
	TUHSD School function/approved school sponsored group	Non Profit/Civic, sports leagues, youth organizations, Churches, HOA	Commercial or profit making organization
100 Chairs	\$0	\$20	\$20
10 Tables	\$0	\$20	\$20
Stage Use	\$0	\$20	\$20
Large Screen Use	\$0	\$20	\$20



## **COMMUNITY USE OF SCHOOL FACILITIES RULES AND REGULATIONS**

- An applicant requesting the use of school facilities must become familiar and agree to comply with the following rules and District policy concerning conduct on school property if granted permission to use the requested school facilities.
- In all rental instances, full disclosure of the use of the facility or grounds will be provided to the District.
- 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. The District requires an additional hourly fee for the opening and closing of facility, supervision, and cleaning.
- 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 gambling. No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on the grounds.
- No food or drink (except for bottled water) inside the facilities. Food and drink should be disposed before entering indoors.
- Tobacco and smoking is prohibited on school property including parking and outdoor areas.
- Putting up decorations, scenery, moving musical instruments, 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 non-profit educational purposes.
- All groups must provide the District with documentary evidence of liability insurance with a limit of one million dollars (\$1,000,000) of combined single limit for bodily injury and property damage. 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.
- Neither the District nor the school site shall incur any expense due to the use of materials or equipment. The renter using such materials or equipment that is lost or damaged during such period of use shall be responsible for reimbursement or replacement.
- 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.

- Cafeteria kitchens are unavailable for use. 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. Arrangements for use of special facilities/equipment must be made at least two (2) weeks prior to an event.
- 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 prohibited.
- Permission shall be denied for activities that would exceed the capacity of the facility or be in violation of fire or safety regulations. The renter must limit the number of occupants to the safe seating capacity of the room of facility use. 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 facility use rules and regulations.
- The renter has the responsibility to obtain any additional permits and licenses that may be required by local jurisdictional ordinances, and shall permit inspection by appropriate personnel, e.g., Health Department permits or inspection by the Fire Marshall.
- The renter must maintain a list of emergency phone numbers that will be available at all times.

**EMERGENCY NUMBERS**

Police: 911  
 Fire: 911  
 Medical: 911

**NON-EMERGENCY POLICE DEPARTMENT NUMBERS:**

Avondale	623-333-7001
Glendale	623-930-3000
Phoenix	602-262-6151
Tolleson	623-936-7186

## **APPLICATION AND PAYMENT PROCEDURES**

- Persons requesting facilities must complete the Use of Facilities Agreement form available from the District Office or [www.tuhsd.org](http://www.tuhsd.org)
- A copy of the policies, procedures, and Rental Agreement must be given to the applicant at the time the Agreement form is picked up. These policies and procedures are a part of the Agreement and it is essential that the applicant read and sign that they understand and agree to the terms and conditions.
- Upon approval, the applicant shall sign all copies and submit the Agreement form at least two (2) weeks prior to the date of the activity.
- A certificate of insurance shall be provided in the minimum limits of \$1,000,000 combined single limit for bodily injuries and property damage. The applicant agrees to name the District as an “additional insured” on the applicant’s liability policy as respect to the use of District property.
- The designated District administrator indicates approval by signing in the appropriate place and distributes copies of the final agreement to the applicant, school site being used, and District file.
- The amount to remit is the total charge which will appear on the Agreement when it is approved. Cashier’s checks, money orders, or checks drawn by established organizations must be made payable to the Tolleson Union High School District. Payments can also be made in cash. The Renter is responsible for all charges one (1) week prior to the event. No payments shall be made to any other organization or staff personnel.
- If the facility is used beyond the designated time, or there are other factors requiring an additional charge to be made to the applicant, the District shall follow through on the collection of the additional charges by arranging an additional Agreement to cover the additional charges.
- Recurring facility rentals are required to renew the agreement one (1) year, in the annual renewal meeting, after signing and by agreeing to any and all rules and regulations of the facility or grounds rental.
- Recurring facility rentals are required to pay for facilities or grounds monthly. The first payment is due one week before their scheduled event. After the first payment, recurring facility rentals are required to pre-pay by the last day of the month, for the following month’s rent.
- Cancelling the facility use Agreement early is still subject to mandatory payment for the times, dates, and facilities or grounds.
- If facilities or grounds were not used during the times and dates requested, the renter is still responsible for full payment.

## **REQUIRED STAFFING\***

Events with 500+ people require:

- Police is required and must be contracted by the renter directly with the appropriate police department, with written proof from the department, sent to the District Office.
- Three (3) custodians on site
- Two (2) security guards on site

\*The required staffing will be discussed and agreed upon, depending on the type and nature of the event. The agreed upon staffing will be included in the additional charges. If the number expected to attend changes during a recurring facility rental, additional staffing will be discussed and agreed upon during the annual renewal meeting.

## **DENIAL OF USE OR FUTURE USE**

Reasons for denial of use or future use include, but are not limited to:

- Failure to pay all contracted and/or additional costs due to extended time, usage, or damages.
- Damage to the facilities.
- Failure to comply with any and all rules and regulations.

**Tolleson Union High School District #214**  
**Facility Use Agreement**

<b>FOR USE OF FACILITIES LOCATED AT:</b>		
<b>Today's Date:</b>		
<b>Specific Facility to be Used:</b>		
<i>If classroom or conference room is selected above, please specify the room number(s).</i>		
<b>Renter/Organization Information</b>		
<b>Organization Name:</b>		
<b>Class:</b>		
<b>Contact Person:</b>		
<b>Phone:</b>		
<b>Email Address:</b>		
<b>Mailing Address:</b>		
<b>Event Information</b>		
<b>Date of Event:</b>		
<b>If the event will occur on more than one day, please indicate all applicable dates and times.</b>		
<b>Event Start Time: (Include setup.)</b>		
<b>Event End Time: (Include teardown.)</b>		
<b>Total Number of Hours:</b>		
<b>Event Description:</b>		
<b>Notes regarding setup/special equipment needed or used:</b>		
<b>Number Expected to Attend:</b>		
<b>Equipment Needed:</b>		
<i>If chairs or tables are selected above, please indicate the amount requested.</i>		

**Terms of Use:**

The following terms and conditions apply to the use and rental of all facilities: (please read before signing)

1. The premises are to be used only for the expressed purposes as identified in the application.
2. No smoking or alcoholic beverages are to be allowed.
3. District staff is to have access to all facilities at all times.
4. All properties and equipment are to be accounted for and left in the same condition, taking into account normal wear, as they were at the time of use.
5. No lighting, wiring, or scenery is to be changed except by special permission from the building administrator.
6. Any program of speakers, plays, or presentations must be submitted for approval at the time the rental application is received.
7. Any advertising for the promotion of the program must indicate the sponsoring agent.
8. District reserves the right to refund deposits paid in advance for rental of any facilities should the building administrator or superintendent decide the usage is not in the best interests of the District.

9. Liability insurance shall be provided by the renter and evidence of same (satisfactory to the District) shall be filed at the time of application. This insurance shall be provided in the minimum limits of \$1,000,000 combined single limit for bodily injuries and property damage. The applicant agrees to name the District as an “additional insured” on the applicant’s liability policy as respect to the use of District property.
10. Applicant agrees to comply with all applicable federal, state, and municipal laws, rules, ordinances, regulations, and orders with respect to the use and occupancy thereof. Applicant, during the term of this agreement, covenants and agrees to indemnify and hold harmless the District from each and every loss, cost, damage, and expense arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to neglect thereof by the renter.
11. Renter agrees that it will pay for any unusual wear, tear, breakage, and damage to facility occurring from the use of the facility or equipment. Should a facility or equipment be damaged, the renter agrees to reimburse the District for the full cost of repair or replacement. The renter agrees to provide any necessary security and/or maintenance personnel as required by the District. These services can be purchased through the District.
12. The applicant shall observe all safety and parking guidelines. The applicant shall not allow any parking in areas identified as fire lanes.
13. All athletic renters must show proof of compliance to SB 1521 regarding the education of coaches, pupils, and parents of the dangers of concussions and head injuries and the risks of continued participation in athletic activity after a concussion.

This agreement is accepted upon the foregoing terms and conditions.

<b>Charges</b>			
	<b>Cost per hour</b>	<b>Total Number of Hours</b>	<b>Subtotal</b>
<b>Base Charge of Facility to be Used:</b>			
Custodial			
Addt Custodial/Security			
<b>Total Charge</b> <i>(Make checks payable to Tolleson Union High School District):</i>			

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

**Please sign and return all copies to Special Projects Manager 9801 W. Van Buren St. Tolleson, AZ 85353, fax to (623) 936-5048, or email Joanna.peterson@tuhsd.org.**

**NOTE: THIS AGREEMENT IS NOT VALID AND FACILITIES WILL NOT BE MADE AVAILABLE UNTIL SIGNED BY TUHSD AND A CERTIFICATE OF INSURANCE IS FILED WITH TUHSD.**

For Lessor: Tolleson Union High School District No. 214

For Renter : \_\_\_\_\_  
Printed Name of Renter or Organization

By: \_\_\_\_\_  
Special Projects Manager

By: \_\_\_\_\_  
Signature & Title of Renter or Organization

Insurance Expiration Date: \_\_\_\_\_ Fee Waiver Approval: \_\_\_\_\_ Proof of 501(c) 3 Status Letter (YES / NO)  
Superintendent of Designee