



BULLHEAD CITY SCHOOL DISTRICT #15

Application and Agreement for Use of School/District Facilities

Phone: 928-758-3961

Please Note: Your application must be received at least two weeks in advance of the scheduled event.

Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105(0). Copy of liability insurance certificate naming Bullhead City School District #15 as an additional insured must be attached to this application.

NOTE: LESSEE IS RESPONSIBLE FOR ANY APPLICABLE INSURANCE DEDUCTIBLE.

Organization (Lessee) Name Responsible Person Contact Business Phone Cell #

Billing Address City State Zipcode

Facility Requested Room(s)/Area(s) Requested

Name & Description of Event Estimated Attendance/day: Adults Children

Date(s) of Events:

Date	Beginning time*	Ending time**		Date	Beginning time*	Ending time**

*Time organizers arrive. **Time organizers leave.

Has your organization held this event before? _____ If yes, were there claims or losses? _____

If yes, explain: _____

Will there be private security? _____ If yes, armed or unarmed? _____

Will admission be charged? _____ Will contributions or fees be solicited? _____

If yes, for what purpose will the contributions or fees be used? _____

Number of exhibitors or concessionaires who will not provide their own insurance: _____

Will food or drink be available? _____ If yes, free or for sale? _____

Area(s) Requested (please check all that apply):

- () Classroom # _____ () Cafeteria ONLY () Cafeteria & kitchen () Media center
- () District conference room () District training room () Board room () Track or fields
- () Other (describe or list) _____

Personnel Requested (please check all that apply):

- () Custodian () Media tech () Groundskeeper

Equipment and Supplies Requested (please check all that apply):

- () Chairs # _____
- () Tables (folding) # _____
- () Cafeteria tables # _____
- () Microphone, wired # _____
- () Microphone, wireless # _____
- () Podium
- () Projector # _____
- () Screen # _____
- () Stage
- () Piano
- () Choral Risers # _____
- () Music stands # _____
- () Other needs: _____

The undersigned hereby certifies that s/he has read and understood the Bullhead City School District #15 Facility Use Document and agrees to all terms and conditions stated therein; that s/he will be personally responsible on behalf of the applicant/organization for payment of all charges assessed for the use of the facilities and for any damages sustained to the building, furniture, equipment or grounds accruing through the occupancy or use of said building, furniture, equipment or grounds by the applicant/organization.

This application must be signed by the applicant/organization in order to be considered. However, signing this document does not guarantee use of the requested facility.

Lessee Signature: _____ Date: _____

Lessee Name and Title (print): _____

SITE ADMINISTRATOR'S APPROVAL: Site Administrator's signature below provides site approval for the use and dates requested above. It does not assure District Administrator's approval of the event.

The Site Administrator may tentatively approve a request for use of facilities based on the following criteria:

- Space available at the site
- Normal site activities will not be disrupted
- Safety and welfare of students would not be jeopardized. Class: I II III IV (Circle 1)

Site Administrator's Approval: () Yes () No Signature: _____

Comments: _____

SCHOOL DISTRICT APPROVAL:

Liability Insurance Attached () Yes () No Policy Dates Encompass Event () Yes () No

District Designee's Approval: () Yes () No Signature: _____

District Designee's Name and Title (print): _____

BILLING ESTIMATE/QUOTE

Deposit: _____ Facilities fees: _____ Personnel fees: _____ Equipment Fees: _____

TOTAL: _____

If acceptable, complete, sign, and date the attached Facility Use Agreement and return to:

Superintendent, BCSD #15
1004 Hancock Road
Bullhead City, AZ 86442

Questions: Phone 928-758-3961



BULLHEAD CITY SCHOOL DISTRICT #15

FACILITY USE AGREEMENT BETWEEN

Bullhead City School District AND _____
Name of organization using facility

1. PARTIES

The parties to this agreement (the "Agreement") are Bullhead City School District #15, hereinafter referred to as "District", and _____ hereinafter referred to as "Lessee".

2. RECITALS: This Agreement is made based on the following facts:

- 2.1 Lessee has requested that the District make available _____
- 2.2 Lessee represents that facility will only be used for the purpose so stated in the application.

3. USE

When using facility or any portion thereof, Lessee agrees to comply with all applicable federal, state, and municipal laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of facility. Lessee agrees to take good care of facility and any equipment and furniture located therein, and to leave facility at all times in as good order and condition as existed prior to Lessee's use thereof. Lessee shall not use or allow any portion of facility to be used for any unlawful purpose. Lessee shall not commit or allow to be committed any waste or nuisance in or about facility or subject facility to any use that would damage any portion of facility or raise or violate any insurance coverage maintained by District. Lessee shall not allow a number of persons in any portion of facility at any time in excess of the legal or normal capacity of such portion of facility. Lessee shall not permit any food or drink in any portion of facility without the prior written consent of District. Lessee agrees that District has not agreed and will not agree to warrant the suitability or safety of facility or any of facility's contents for the uses intended by Lessee, such that Lessee accepts full responsibility there for.

4. TERM

The term of this Agreement shall commence on _____ and end on _____ at which time Lessee's rights to use the facility under this Agreement shall automatically expire unless otherwise extended by the District in its sole and absolute discretion.

5. COMPENSATION

Lessee will compensate District for use of facility in accordance with Billing Estimate/Quote dated _____.

6. INSURANCE

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 facility and/or facility's contents, which insurance shall name District as an additional insured and be primary and non-contributing to any coverage maintained by or on behalf of District. Such insurance shall have minimum limits of \$1,000,000 per occurrence, and Lessee shall provide District with a certificate evidencing such insurance coverage is in effect.

7. LIABILITY AND INDEMNITY

Lessee agrees to conduct its activities in each facility in a careful and safe manner. As a material part of the consideration to District, Lessee 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 Lessee's use or occupancy of any portion of facility from any cause whatsoever, including when caused in whole or in part by Lessee, and Lessee hereby waives all claims in respect thereof against District. Lessee shall indemnify, defend, and save harmless 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 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 Lessee 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' compensation claims or unemployment disability compensation claims of employees of Lessee or out of claims under similar such laws.

8. ENTIRE CONTRACT

This Agreement embodies the entire contract between Lessee and District. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes of any of the provisions of this Contract shall not be valid unless reduced to writing and signed by both parties.

9. SUSPENSION AND TERMINATION

District may, by written notice, direct Lessee to suspend its use of the facility for such period of time as may be determined by District to be necessary or desirable. Upon receipt of such suspension or termination notice, Lessee shall immediately discontinue use of facility under this Agreement. Payment for use already completed or in process at the time the notice of suspension or termination is received shall be adjusted between District and Lessee in a fair and equitable manner, but shall exclude any allowance for the value of any unperformed use or anticipated profits thereon.

10. WAIVER

The failure of District to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement or District's delay in the exercise of any such rights or remedies available under this Agreement shall not release Lessee from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of District to insist upon strict performance of this Agreement.

11. ASSIGNMENTS AND SUBLETTING

Lessee shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any of all of facility without the prior written consent of District, which consent may be granted or withheld in District's sole and absolute discretion.

12. DEFAULT

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

13. ARBITRATION

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S. § 12-1518 and A.R.S. § 12-133, and rules promulgated hereunder. To the extent arbitration is not required under the above-referenced laws, then the parties shall submit any dispute hereunder for adjudication by Arizona's state courts.

14. 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 District, of any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of District is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of Lessee, in any capacity, or a consultant to Lessee, with respect to the subject matter of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof.

16. RELATIONSHIP

The parties agree that neither Lessee nor any employees or other personnel of Lessee will for any purpose be considered employees of District, and with respect to Lessee and any employees or other personnel of Lessee, District shall not be responsible in any manner for the supervision, direction and control of Lessee 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 the provision of workers compensation and disability benefits for any such employees or other personnel.

17. AUTHORITY

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

18. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives on this _____

day of _____, 20__.

DISTRICT

LESSEE

Name

Name

Authorized Signature

Authorized Signature

Title

Title