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## Facility Use Guidelines 23-24 SY

### Reservations, Amendments, and Cancellations:

- All facilities renters and enrichment vendors must set up an online account at [www.dysart.org/communityeducation](http://www.dysart.org/communityeducation). Click on “Facility Rentals”
- Requests of non-usage, or amendments to usage, must be sent via email to [facilities@dysart.org](mailto:facilities@dysart.org) within **two weeks** prior to the facility use.
- Failure to submit proper **two week** notice for **cancellations** are subject to a **fee equal to 50% of the rental reservation**.
- Failure to submit cancellation notice within **72 hours** of use are subject to the **full cost** of the rental reservation.
- Reservations should be made no later than **two weeks** prior to the event and based on availability of the venue.
- Rates are based on the venue being used, type of use, and the cost to run and operate the facility.
- Dysart has the right to add additional staff based on facility needs with prior notification.
- Facility rates and requirements are reviewed on an annual basis, are all approved by the Dysart Unified School District Governing Board and are subject to change.
- In order to confirm reservations, all users must submit the agreement form, all required documentation, and **non-refundable deposit**.
  - One-time use: deposit is equal to the total cost of facility rental
  - On going use: deposit is equal to first month use

### FIELD/GYM TIME SLOTS:

Gyms and fields can be rented Monday - Friday during the following times, based on school availability:

**5pm - 7pm**

**7pm - 9pm**

**5pm - 9pm**

### General Safe Practices and Cooperation:

The occupant shall adopt and follow safety measures during its operations at Dysart Unified School District facilities. The occupant is also expected to cooperate with member district personnel to promote safe operations. The occupant should review the Facility Use Guidelines below and any additional safety and security recommendations with Dysart personnel prior to use of the facilities.

- Facility use shall be conducted in compliance with all applicable statutes, rules, regulations, and Dysart Unified School District policies.
- The applicant is held responsible for the preservation of order. Responsible adults must supervise all children attending or participating in an event or activity.
- Gambling and the use, possession, distribution, or sales of tobacco, drugs, or alcohol are strictly prohibited on school grounds.
- No pets of any kind are allowed on school grounds.
- The use of open flames, such as candles, is not permitted.
- Any electrical tools, appliances and extension cords used shall be in good condition.
- Changes to the building or equipment, deviation of rental purpose, use of fog machines and enclosed inflatables (including, but not limited to, bounce houses) are strictly prohibited.
- Nothing shall be sold, given, exhibited, or displayed for sale without prior permission.
- Only facilities specifically approved by the designated administrator are to be used.
- The individual, organization, or event are limited to the hours approved for rental. Extended use time beyond the agreed rental are subject to fines and additional charges.
- Facilities are limited to the safe seating capacity of the room or facility used.
- Advertisements, marketing materials, or other materials for distribution must be approved by the Community Education Program Manager. Share all materials at [facilities@dysart.org](mailto:facilities@dysart.org).
- All fees for facility use are subject to the Dysart Unified School District Governing Board adopted Facility Use and Rental rates, and all rentals and users are subject to additional costs to effectively and safely host each event including, but not limited to, additional maintenance and custodial costs, security/public safety needs, and/or any authorized staffing needs.
- The user shall observe district vehicle parking guidelines. This includes, but is not limited to, parking in areas marked red indicating a fire lane or reserved areas as indicated.
- Vehicles are prohibited on sidewalks, fields or tracks. Contact [facilities@dysart.org](mailto:facilities@dysart.org) for special loading and unloading needs.
- The user shall provide adequate signs to inform participants of rules and shall maintain the facility in a safe manner. All means of access or egress shall be identified and communicated to participants.
- The user shall maintain all areas used, including fields, in a clean, safe, and well-organized manner.
- The user shall not use or touch school supplies or materials while using the rooms.



- Facilities shall be returned to their original condition prior to user vacating.
- The user shall inspect all fire lanes, roadways, and sidewalks to be used. These lanes are to remain clear of obstructions during use.
- Extension cords are used in low traffic areas to avoid a trip hazard and meet fire safety standards.
- Upon confirmation of reservations, users will be provided all emergency contact information. The user shall ensure emergency contact information is available at all times.
- All groups must provide the district with documentary evidence of liability insurance with a limit of at least one million dollars, and must provide a copy with the Community Education Department at least **two weeks** prior to the first date of use. The district must be listed as an additionally insured party and the district office address used for location.
- Facilities usage requests for Dysart Unified School District schools will take scheduling priority over other facilities usage requests. To meet this priority, facilities usage approval may be determined on a month-to-month basis as required.
- Signage may be displayed at the facility's usage location during rental hours only.
- Users are responsible for any damage as a result of their facility use. This includes, but not limited to, any and all facilities, district resources or equipment during a rental event, session, or class.
- Any person or group utilizing district equipment or materials that is lost or damaged during a rental event, session, or class shall be responsible for reimbursement or replacement.
- An electronic or hard copy of the facilities approval/contract must be carried with the renter's onsite staff at all times and readily available for presentation if requested by Dysart Unified School District staff.
- All trash needs to be placed in the outside trash dumpster prior to leaving the rental site.
- All participants involved in the user's program or event, including staff members, instructors, coaches, and students, are expected to be respectful and courteous to district staff, technicians and program participants.
- No permanent fixtures or objects should be installed/left on sites unless permission is granted from the Program Manager & School Principal.
- Children are not to be left on site unattended.
- Site specialist policy: Site specialists are district employees who are paid to ensure the safety and security of Dysart facilities during rentals. All new facility accounts and all weekend rentals require a site specialist. For youth sports groups who are renting a gym or field during the week, the site specialist fee can be waived after 8 uses, if mutually agreed upon by the community education program manager and the user. In this case, the user is responsible for leaving the facility clean, removing trash, etc. The Community Education program manager and/or Director of Community Education reserve the right to require the use of a site specialist for any user.

**Risk Assessment Evaluation and Application Procedure:**

District-owned facilities may be made available for public use pursuant to Arizona Revised Statutes §15-1105. Many governing boards have adopted the spirit and intent of this public law by opening district facilities to the public. In doing so, however, the district cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations. When districts decide to make school facilities available to the public, a process for compliance with state statute should be in place. Two key elements of a successful facility use program – a risk assessment evaluation and an application procedure – are discussed below.

**Risk Assessment Evaluation**

A walk-through of the facility, permitting the district and the applicant to evaluate potential risk to event attendees and to the district as a result of the event; and

A guideline summary designed to communicate the steps that should be taken prior to facility use. The guidelines should alert applicants to their responsibility to maintain a safe environment for the event and to protect the district facility.

**Application Procedure**

When a prospective occupant requests to use a facility, the member district and prospective occupant should complete the following steps.

**Step 1: Complete the online Facility Use Request Form**

At least ten (10) business days prior to the date of the event, the user should upload this signed agreement, along with the signed facility agreement and copy of insurance.

**Step 2: Verify completion of necessary paperwork and establish a Eleyo Facility User Account.** After the occupant has had adequate time to review the Facility Use Handbook, the member district should verify that the following have been reviewed, completed, signed, and returned.

- Facility Use Guidelines
- Facility Use Agreement

The member district should then sign and date the completed Facility Use Agreement. If the occupant is able to provide evidence of liability coverage, no further action is required by the member district.

However, the member district should retain all information for Trust review in the event a claim occurs in conjunction with the use of the facility. If the occupant is unable to provide evidence of liability coverage, the occupant must complete Step 3.

**Step 3: Purchase/Provide Documentation of Liability Coverage**

Arizona Revised Statutes §15-1105 requires that occupants provide evidence of liability coverage to the member district prior to facility use. Should the occupant not have the necessary coverage, it may be purchased through Entertainment Brokers International (EBI). The EBI program provides low-cost general liability insurance to third-party users of various venues and facilities. This coverage is designed to protect both the facility user and the facility itself against claims based on injury or lost property as a result of the event. (For additional details on the purchase of general liability insurance through EBI, please see Appendix A.)

*Please note: Insurance must be purchased at least one day before the event starts.*

### **Additional Information on Third-Party Liability Insurance**

The policy available through Entertainment Brokers International (EBI) has a \$1,000 deductible for bodily injury/property damage on a per-claim basis, which the occupant is responsible for in the event of a claim. The occupant should follow the facility use procedures established by the member district, and all fees must be paid in advance of facility use by VISA or MasterCard credit/debit card. (The policy premium is based on the risk associated with the event or activity; the number of days utilized; the number of participants; and any special requirements, including alcohol liability, food service, etc.) Occupants may purchase coverage directly through the EBI website: [www.OneBeaconEntertainment.com](http://www.OneBeaconEntertainment.com). Once payment is completed via the website, coverage is bound, and a certificate of insurance is issued to the insured, the member district, and the Trust via email.

To obtain a copy of the general liability policy or to see a list of policy exclusions, please go to [www.OneBeaconEntertainment.com](http://www.OneBeaconEntertainment.com) or contact EBI at 800-507-8414. (8:30 a.m. - 5:00 p.m. PST, Monday through Friday).

Both the member district and the occupant should note the following points about the available third-party liability coverage:

- 1.) EBI reserves the right to deny coverage to any organization that does not meet the underwriting criteria set for the facility use program.
- 2.) The terms and conditions of the member district's policy supersede this handbook and will apply to any and all facility use contracts.
- 3.) EBI will not cover bodily injury, or medical expenses resulting from such bodily injury, to any person injured while practicing for or taking part in any athletic or sports contest or exhibition that is being held at the member district and is described in coverage summary.

## Payment Terms

### ***One Time:***

- Full amount of use is required to reserve the date, time, and location of the facility.
- Cancellations made prior to 2 weeks from the reservation date are subject to a \$50 change fee.
- Cancellations made within 2 weeks from the reservation date are subject to 50% of the rental fee.
- Cancellations made within 72 hours of the reservation date are subject to 100% of the rental cost.

### ***Ongoing Uses:***

- Invoices will be sent on the 1<sup>st</sup> of each month prior to the month of service. Payments are due prior to the 15<sup>th</sup> of each month.
- Payments not received by 4:30PM on the 15<sup>th</sup> of each month are subject to a **\$25.00 late fee**.
- If payment has not been received in full by the last day of the current month, reservations may be cancelled.

### ***All End Users:***

- All past due payments must be paid in full prior to facility access being reinstated.
- If there is a lapse in insurance coverage or if an account becomes past due, all approved and requested future usage will be removed from the system, and the user will be required to reapply for facility use.
- Facility use will be reinstated only after the account has been paid in full or until proof of insurance has been provided.

### **Payment options:**

- All reservations are subject to cancellation for non-payment
- Online payments can be made on the users online facilities account. Please visit [www.dysart.org/communityeducation](http://www.dysart.org/communityeducation) and click on **Facility Rentals**.
- Check payments may be made by mail or in person at the Dysart Unified School District Office located at Nathaniel Dysart Education Center, 15802 North Parkview Place, Surprise, AZ 85374.
- Cash payments may be in-person during regular office hours at the Dysart Unified School District Office located at Nathaniel Dysart Education Center, 15802 North Parkview Place, Surprise, AZ 85374.
- Invoices over \$3,000 need to be paid via check paid out to Dysart Unified School District or a 3% credit card fee will be assessed for online payments.

Please note that all facility use guidelines must be followed. Guidelines include, but are not limited to: no third party leasing, no inflatables, no fog machines, no open flames, no smoking, no alcohol, and no pets.

Additionally, all parking rules, laws, and regulations must be followed.

No food or drink allowed in any indoor facilities except the kitchen & cafeteria.

IN ADDITION TO THE RENTAL FEES, FACILITY USE IS SUBJECT TO THE FOLLOWING CHARGES:

SITE SPECIALISTS (Required for any use on weekends) Rate: \$25.00 per hour

CLEANING REQUESTED - 4 hr. min. Rate: \$25.00 per hour  
(Final invoice will reflect time billed from CCS Cleaning)

**\*Please note, it is the responsibility of the user to ensure the well-kept condition of the facility. This includes, but is not limited to: cleaning the site, emptying trash, and returning equipment. Should the facility not be left in the same condition found, cleaning will be assessed to return the facility to its original condition.**

**Rental Agreement:** By signing below, the renter verifies that violation of any of the Facilities Use Guidelines may result in termination of the facility rental agreement. The renter agrees to abide by all guidelines outlined in this document and the regulations of Dysart Unified School District facility rental terms.

Renter's Signature: \_\_\_\_\_

Renter's Name (Please Print): \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

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### Arizona State Law on Concussions

As a representative of the organization renting or providing an enrichment program in the Dysart Unified School District facilities, I understand that under the Arizona State Law 15-341(2011), a group or organization that uses property or facilities owned or operated by a school district for athletic activities must abide by all health and safety practices set forth in the law pertaining to concussions.

The renting organization agrees to comply with the policies and procedures of the Arizona State Law and will assume all responsibility for providing this information to parents and children. The renting organization agrees to follow all requirements according to this law. The renting party must review the law at <http://www.azleg.state.az.us/ars/15/00341.htm>.

Per the Arizona Interscholastic Association (AIA), students, parents, and administrators at the junior/middle school levels will take the Brainbook Concussion module at [www.aiaacademy.org](http://www.aiaacademy.org) and click on the quick link titled "Brainbook." Once the new window opens, the user may click on the link in the login box titled "Non-Student Course Link." This will allow the user to take the online concussion module without registering or taking the quiz at the end of the high school student's module. Completing this quiz will suffice for the concussion educational requirement.

By signing this statement you are acknowledging that you have reviewed the Arizona State Law regarding concussions at the link provided above and you are confirming you will abide by this law by providing the necessary Brainbook Concussion Training to parents and students in your organization.

Name of Organization using Facility: \_\_\_\_\_

Signature of Occupant: \_\_\_\_\_

Name of Occupant (please print): \_\_\_\_\_ Date: \_\_\_\_\_