

# *ASA Facility Use Handbook*

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RULES \* GUIDELINES \* FEE STRUCTURE



Arizona School for the Arts  
A COLLEGE PREPARATORY AND PERFORMING ARTS TRADITION

ARIZONA SCHOOL FOR THE ARTS (ASA)

1410 North Third Street, Phoenix, AZ 85004 \* 602.257.1444 \* [www.goasa.org](http://www.goasa.org)

## FOREWARD

It is the policy of Arizona School for the Arts (ASA) that ASA's facilities are part of the school and arts community and may be available for use by high-quality youth and professional arts organizations with aligned missions and whenever such use does not conflict with regular school use and activities. ASA 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 school.

The fee schedule and facilities use policy shall strive to ensure that ASA does not incur any costs or expenses for the community's use or rental of the ASA facilities and / or property. **Further, ASA 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 faculty of ASA.**

When ASA decides to make school facilities available to the public, a process for compliance with state statutes 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 may include:

- A walk-through of the facility so that the school and applicant can evaluate potential risks to event attendees or to the school 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 school facility.

The terms and conditions of ASAs policy, not this document, will apply to any and all facility use contracts.

**All rental documents and fee payments are to be returned to ASA for processing by the Operations Manager.**

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## **I. Introduction**

Thank you for your interest in using facility space at ASA. Our School believes that public schools are owned and operated by and for its patrons; ideally, schools become an integral part of the community's intellectual and social expression and development. To this end, the Board of Directors encourages the public use of school facilities in accordance with applicable laws and School policies / regulations. The laws, policies, and regulations that govern the use of School facilities are attached in Appendix A.

The purpose of this handbook is to explain the procedures and rules regarding School facility use. If you have any questions, please do not hesitate to contact the School's Operations Manager at 602.257.1444 extension 4-357 or via email at [maxwell@goasa.org](mailto:maxwell@goasa.org)

## **II. Procedure for Requesting Use**

### **A. Contact the Operations manager**

To request the use of School facilities, please call the Operations Manager at 602.257.1444 extension 4-357 or via email at [maxwell@goasa.org](mailto:maxwell@goasa.org)

### **B. Complete the Application Form and Attach a Certificate of Insurance.**

The Operations Manager will ask you to complete a form, the Application and Agreement for Use of Facilities Form ("Application Form"). Upon completing the form, return it, with a certificate of liability insurance attached, to the Operations Manager. Details regarding the form and the insurance requirement are provided below.

#### **1. Application and Agreement for Use of Facilities Form**

The Application and Agreement for Use of Facilities Form ("Application Form") is available in the Administration office located at 1410 North Third Street, Phoenix, Arizona 85004 or online at [goasa.org](http://goasa.org), by clicking on "Facility Rental" at the bottom of the page.

#### **2. Certificate of Insurance**

State law requires that the school facility user obtains, at his / her own expense, a policy of general liability insurance against claims for bodily injury, death, and property damage occurring in connection with the use of any portion of the facility. Said

insurance must be maintained for the duration of the facilities use period, it must include ASA, 1410 North Third Street, Phoenix, Arizona 85004 as an “additional insured” and be primary and non-contributing to any coverage maintained by the School. The insurance must include the following limits:

- Comprehensive general liability insurance with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, with a deductible of no more than \$5,000.
- Bodily injury insurance with a limit of no less than \$1,000,000 per occurrence.

In addition, facility users must maintain such insurance as will fully protect the user group and the School from any and all claims under any workers’ compensation statute or unemployment compensation laws, if applicable.

The “Application Form” will not be accepted without the required proof of insurance.

#### **C. Submit the Application Form**

You must submit the “Application Form” and the certificate of insurance to the Operations Manager prior to the date of the activity. Failure to do so may cause your application to be delayed or may prevent you from using the facility.

Please be aware that the need for ASA to use its own facility may prevent the School from renting that facility to you. Understandably, School use of a facility takes precedence over any other use, unless a contract is already signed.

#### **D. Wait for Approval from the Operations Manager**

After reviewing the submitted paperwork and conferring with the appropriate School personnel regarding your request, the Operations Manager will notify you of your approval status. If your facility use request is approved, an approved copy of your “Application Form” will be returned to you. It will reflect the fees you are being charged, based on the current Facility Use Fee Schedule, and it will serve as your invoice for remittance of fees. **Payment is due upon receipt and must be made in advance of facility use.** Fees may be paid via credit card, cashier’s check, certified check, money order, or check drawn from an established business organization checking account. Checks must be made payable to **Arizona School for the Arts** and **mailed to: Accounts Receivable, 1410 North Third Street, Phoenix, AZ 85004.** Kindly direct any questions regarding fees to the Operations Manager at 602.257.1444 extension 4-357 or via email at [maxwell@goasa.org](mailto:maxwell@goasa.org)

*Please note that authorization to use the School facility shall not be construed as School endorsement or approval of the activity, group, or organization, or the purposes they represent.*

If, after receiving written approval to use the School, you must cancel the scheduled use, it is critical that you notify the Operations Manager forty-eight (48) hours prior to the start of the scheduled use. Doing so will ensure your refund of any payments you have made to the School for that use. Payment for use already completed or in process at the time the cancellation notice is received will be adjusted between the School and the user in a fair and reasonable manner; however, it will exclude any allowance for unperformed use or anticipated profits thereon.

If the School is used beyond the designated times, or if additional charges are incurred during use, the Operations Manager will bill you for those charges. Additional fees will be charged if (a) the premises are not vacated within one-half hour after the time stated on the agreement, or (b) the facility must be opened and available more than one-half hour before the stated start time. You agree to pay for any unusual wear, tear, breakage, and damage to the facility and equipment. User groups may be assessed a minimum \$100.00 clean-up fee if grounds are not properly cleaned after use, as determined by the Operations Manager.

The School reserves the right to cancel any facility use application or agreement if, upon investigation, the School determines that such use is not in the best interests of the School.

### **III. Facilities Use Guidelines**

When using the School facility, you agree to abide by applicable laws, School policies and regulations, and the information contained within the ASA Facility Use Handbook. Failure to adhere to these guidelines may result in immediate suspension of the facility use privilege until compliance is attained or permanent suspension if compliance is not attained. By signing the "Application Form", you agree that you and your group will adhere to the following requirements:

#### **A. General Guidelines**

1. Require all persons using the facility to confine themselves to the area(s) and parking facilities assigned for your use.
2. Require participants to wear appropriate clothing.
3. Observe School vehicle parking guidelines, and do not allow parking in areas marked with red, indicating a fire lane. Parking will be allowed in designated areas only.
4. Maintain all areas used in a clean, well-organized manner.

5. Require and provide competent adult supervision for all events and uses of the facility. Supervisors must be physically present during the event.
6. Use electrical tools, appliances, and extension cords that are in good condition.
7. Identify all means of access or egress, and communicate said information to participants.
8. Identify areas where travel is not permitted, and inform participants.
9. Inspect the roadway and sidewalks to be used, and keep them clear of obstructions during use. Extension cords are to be taped to the floor to avoid a trip hazard.
10. Use, handle, store, and stack all materials properly.
11. Provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
12. Do not smoke, serve, possess, or consume narcotic drugs while using the facility.
13. Do not consume alcoholic beverages while using the facility, unless prior approval has been received by the Head of School / CEO.
14. Provide adequate supervisory personnel to ensure that these guidelines are implemented.
15. At all times, maintain a list of emergency agencies and telephone numbers.
16. Provide, upon request, a written program of speakers, plays, amusements, entertainment, and other activities to the Operations Manager. Any advertising for promotion of the program, such as newspaper releases, posters, flyers, tickets and handbills, must indicate the name of the user group. Advertising for program promotion must be approved by the Development Director at ASA prior to distribution. Call 602.257.1444 extension 4-118 for flyer approval information.
17. No event will be held for the purpose of advancing any theory subversive to the constitutions or laws of the State of Arizona or the United States, or for the purpose of advocating social or political change through violence.
18. Upon completion of the event or activity, remove all debris resulting from use, and return the facility to the state in which it was found.
19. Failure to comply with any Board of Directors policy may result in loss of School facilities use privileges.
20. It is the Lessee's responsibility to secure, if required, a temporary permit from the City of Phoenix.

## **B. Use of Building Guidelines**

1. Limit the number of occupants to the safe seating capacity of the room or facility used. Observe all Fire and Police Department ordinances pertaining to public assemblies.
2. Allow authorized School personnel access to all buildings, grounds, and facilities at all times.

## **C. Equipment Guidelines**

1. Equipment used in a facility must follow Consumer Product Safety guidelines and carry the Underwriters Laboratory (UL) sticker. Prior approval for use of specific equipment must be obtained from the Operations Manager in accordance with the School guidelines. Policy prohibits the use of toaster ovens, toasters, convection ovens, waffle irons, candles, and any open-flame items, etc.
2. If the equipment you are using is determined by the Operations Manager to be a hazard or safety issue, you will be requested to remove it immediately. If necessary, the School will remove the equipment, and the Operations Manager will provide you written notice of its removal.
3. No materials or equipment, including lighting, wiring, scenery, decorations, combustible materials, animals, or other items of any unusual nature, may be brought into a School building without prior written approval of the Operations Manager. In order to avoid interference with the regular school program, the user must remove any such approved apparatus or equipment from the school premises upon termination of the rental period.

## **D. Outdoor Grounds and Parking Guidelines**

1. Snack Shacks must be up to City code. Each group must obtain a permit from the Department of Health Services, including a food handling license. The School will require each group to submit a copy of their Snack Shack Department of Health Services permit.
2. Temporary fencing must sit on the ground; it is not to be driven into the dirt, as this causes broken water lines, broken sprinkler lines, broken control wires for sprinklers, broken electrical lines, and broken sanitary lines.
3. User groups are responsible for repairing any ruts caused by bringing vehicles into the Student Courtyard area. In accordance with both Federal and State law, no chemicals or fertilizers of any kind can be used on any School field except by a licensed applicator employed by the School.

4. User groups are responsible for repairing any damages to fences, buildings, etc. that they have caused. If the School repairs the damage, the user group will be billed for the cost of the repairs.
5. Sound system speakers must be directed away from the adjoining neighborhood. Volume must be maintained at a level that does not disturb neighborhood residences. Use of all sound systems requires School approval prior to use, and the School reserves the right to discontinue use of any sound system.
6. No modifications, either temporary or permanent, are to be made to site grounds without prior submission and approval of the Operations Manager. Please note that site grounds modifications include removal of topsoil, trenching, grading, excavating, installation of poles, electrical work, temporary fencing, etc. User groups are to fill potholes with School-approved topsoil only. The State Health Department prohibits the use of fine wiring such as chicken wire, as it is deemed a safety hazard.
7. Parking is restricted to areas that do not interfere with commercial or residential driveways. City of Phoenix ordinances do not permit double-parking or parking in alleyways. Vehicles that are in violation will be ticketed and / or towed by the City of Phoenix. User groups are cautioned that the use of adjacent parking lots not owned by the School require approval from the owner unless otherwise noted by the School.
8. Registration for user groups' events or activities cannot interfere with the educational process during the school day.

**E. Display of Signage Materials by Persons, Groups or Organizations Leasing School Facilities and Property.**

With the approval of the Head of School / CEO, persons, groups, or organizations leasing School facilities and property are authorized to display signage materials under the following conditions:

1. The display of signage used solely for the purpose of acknowledging and expressing appreciation to sponsors may remain on School facilities for the duration of the extended event or activity. Upon conclusion of the event or activity, all signage or advertising must be removed.
2. The Head of School / CEO may develop regulations to govern signage and advertising on School facilities.
3. All signs and banners displayed on School property MUST be approved by the Head of School / CEO or designee.
4. Parties that wish to display signage on School property must submit copies, pictures, or documentation of the sign / banner in its final form to the Head of School / CEO or designee.

5. This procedure must be completed prior to the beginning of each event or activity; no signs or banners may be displayed on School property until the Head of School / CEO or designee approval has been obtained.
6. Approval of the signs, their locations and how they will be affixed will be communicated to both the requestor and the Operations Manager.

#### **IV. Facility Use Agreement**

By signing the Application and Agreement for Use of Facilities Form you are entering into an agreement with the School. As outlined above, you agree to abide by applicable laws, School policies and regulations, and the contents of the ASA Facility Use Handbook.

This section of the Handbook is particularly critical, because it outlines the School's legal responsibilities and those of facility users.

##### **A. Use**

When using the facility or any portion thereof, user agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the School pertaining to the use and occupancy of the facility. User agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and condition as existed prior to user's use thereof. User shall not use or allow any portion of the facility to be used for any unlawful purpose. User shall not commit or allow to be committed any waste or nuisance in or about the facility, or subject the facility to any use that would damage any portion of the facility or raise or violate any insurance coverage maintained by the School. User shall not allow a number of persons in any portion of the facility at any time in excess of the legal or normal capacity of such portion of the facility. User shall not permit any food, drink or smoking in any portion of the facility without the prior written consent of the School.

##### **B. Insurance**

Pursuant to A.R.S. §15-1105 et. seq., user agrees to procure, at its expense, and maintain during the term hereof, and thereafter – if and as necessary, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with user's use of any portion of the facility, which insurance shall include ASA and its affiliates, agents, representatives, and lender/bondholder as an additional insured and be primary and non-contributing to any coverage maintained by ASA. User shall provide the School with a certificate evidencing that such insurance coverage is in effect. For purposes of this agreement, "occurring in connection with user's use of any portion of the facility" means that the injury, death, or property damage in question occurred

because user and its employees, invitees, representatives and affiliates were present at or used in any manner the facility. As such, this terminology shall be given the broadest reading and interpretation possible by any court of competent jurisdiction.

### **C. Liability and Indemnity**

User agrees to conduct its activities in the facility in a careful and safe manner. As a material part of the consideration to the School, user hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to user's use or occupancy of any portion of the facility or any of its contents from any cause whatsoever – whether in whole or in part, and user hereby waives all claims in respect thereof against ASA. User shall indemnify, defend, and hold harmless the School and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, 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 the School, on account of loss or damages to any property and for injury to or death of any person arising out of any act or omission by user, its employees, agents, representatives, or subcontractors, or otherwise arising out of such use of the facility, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of user or out of claims under similar such laws.

### **D. Entire Agreement**

The School shall not be bound by or be liable for any statement or representation of any nature not set forth outlined in this Handbook. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both parties.

### **E. Suspension and Termination**

The School may, by written notice, direct user to suspend its use of the facility for such period of time as may be determined by the School to be necessary or desirable. Upon receipt of such termination notice, user shall immediately discontinue use of the facility under the Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted as outlined in this Handbook.

### **F. Waiver**

The failure of the School 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 user's delay in the exercise of any such rights or remedies shall not release user from any of its responsibilities or obligations imposed by this

Agreement and shall not be deemed a waiver of any right of School to insist upon strict performance of this Agreement.

**G. Assignments and Subletting**

User 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 School, which consent may be granted or withheld at the School's sole discretion.

**H. Default**

In the event that user fails to pay any fee or other sum required to be paid by the user hereunder when due, or otherwise fails to comply with or observe provisions of this Agreement, in addition to any other remedy that may be available to the School by reason of such failure, whether at law or in equity, the School may immediately terminate this Agreement and all rights of the user hereunder.

**I. Arbitration**

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S. §12.1518 and §12.133 and rules promulgated thereunder.

**J. Conflict of Interest**

The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. §38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of the School, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the School is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the user, in any capacity, or a consultant to the user, with respect to the subject matter of this Agreement.

**K. Governing Law**

The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.

**L. Relationship**

The parties agree that neither the user nor any employees or other personnel of the user will for any purpose be considered employees of the School, and with respect to the user and any employees or other personnel of the user, the School shall not be responsible in any manner for the supervision, daily direction and control of the user and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers'

compensation and disability benefits for user and any of its employees or other personnel.

## V. **User Group Classification**

The Operations Manager will determine the classification of all users upon receipt of their application forms. First priority will be given to Class I users. The complete prioritization of usage is listed below in descending order. **The Operations Manager reserves the right to negotiate all fees for use as is fit for the requirements of the School.**

- Class I – School-sponsored groups.
- Class II – Non-school sponsored non-profit community activities for school-age children or tax supported institutions or professional arts groups or art-related organizations.
- Class III – Non-school sponsored non-profit community activities for adult and adult / youth groups.
- Class IV – All commercial, for-profit groups.

### A. **Class I – School Associated Groups**

This category of user is exempt from facility rental fees, but subject to all personnel and other out-of-pocket costs incurred by the School. This class includes:

1. Organizations directly associated with the School that conducts activities for School school-age children. Examples include staff and student groups or clubs, Parent Council, Blockwatch, KidSpace, Community Enrichment classes, etc.
2. Units, or elected officials, of Federal, State or local government, or local civic groups when conducting community or official business within the School. This includes the Parks & Recreation Department of the City of Phoenix for which reciprocal agreements have been executed.
3. Groups or School departments conducting staff development, in-service, or other job-related training classes primarily for School personnel, and at the request of a School administrator.

### B. **Class II – Non-school Sponsored, Non-profit Community Activities for School-age Children or Arts programs**

This category is for non-school-sponsored, non-profit service organizations. Class II users are subject to all personnel and other out-of-pocket costs incurred by the School. Equipment rental fees also apply to this category of user. Included in this class are:

1. Youth organizations (i.e., Boys / Girls Clubs, YMCA, Scouts, Campfire, etc.) Rotary, Lions, etc.
2. Requirements for this class are twofold:
  - a. State tax identification number other than a social security number
  - b. A copy of Articles of Incorporation indicating a non-profit 501(c)(3) organization.

**C. Class III – Non-school, Non-profit Service Organization Activities for Adult and Adult / Youth Groups, Arts Groups and Organizations**

This category is for non-school-sponsored, non-profit service organizations for adult / youth groups. Class III users are subject to all personnel and other out-of-pocket costs incurred by the School. Equipment rental fees apply to this category of user. Included in this class are:

1. Churches and religious groups
2. Homeowners associations / Community Groups
3. National or State educational organizations using School classrooms for instructional purposes
4. Requirements for this class are twofold:
  - a. State tax identification number other than a social security number
  - b. A copy of Articles of Incorporation indicating a non-profit 501(c)(3) organization.

**D. Class IV – Non-profit Groups That Do Not Qualify Under Class II or Class III: All For-Profit Groups**

This category of user is subject to a processing fee and to all personnel costs incurred by the School. Equipment rental fees apply to this category of user. This class includes:

1. Non-profit groups that do not qualify under Class I, Class II or Class III.
2. All commercial, for-profit individuals and organizations, regardless of the purpose for their use of facilities.

**NOTE: If a Class III or Class IV organization uses a school facility for an activity, the purpose of which is to donate profits or proceeds to the School or a public charity, that organization may be charged the regular Class III or Class IV fees that are reflected on the Facility Use Fee Schedule.**

**Institutions of Higher Learning**

Permits for the use of school facilities will be issued free of charge to institutions of higher learning for the teaching of college level courses, only if the request for such course(s) is made by the School as a phase of in-service training for School employees. For all other such requests, the regular fee schedule remains in effect.

FACILITY USE FEE SCHEDULE

Facilities will be closed and not available for use on the following holidays:

New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Break	Varies
Christmas Eve	December 24
Christmas Day	December 25
New Year’s Eve	December 31

**CLASS I** No charge for School mission related use.

<b>CLASS II</b>	School-sponsored activities	Teacher Organizations
	School Clubs	PTO
	Arts Programs	Booster Clubs
	Elections Department	Small Schools County Consortium
	Community College and	Scouts
	University Partners with School	

<b>CLASS III</b>	Community College	Arts Programs
	Community Concerts	Educational Organizations
	Churches	Government Organizations
	Recitals	Service Organizations
	Commercial or For-Profit Organizations	Cultural Organizations
		Civic Organizations

<b>FACILITY</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>
Classroom-Standard	\$ 20.00 per hour	\$ 25.00 per hour	Negotiated
Custodial Fee	\$ 15.00 per hour	\$ 15.00 per hour	Negotiated
Specialized Classroom	\$ 25.00 per hour	\$ 30.00 per hour	Negotiated
Custodial Fee	\$ 15.00 per hour	\$ 15.00 per hour	Negotiated
Outdoor Student Courtyard			
Without Lights	\$ 30.00 per hour	\$ 40.00 per hour	Negotiated
With Lights	\$ 60.00 per hour	\$ 70.00 per hour	Negotiated
Grounds-keeping	\$ 20.00 per hour	\$ 20.00 per hour	Negotiated
School Supervision	\$ 20.00 per hour	\$ 20.00 per hour	Negotiated

If, in the opinion of the School, additional personnel are needed, the user will be charged overtime costs plus benefits. Other personnel may include custodial, security, administrative, facilities, etc.

*Holiday Rate:* A holiday rate of double time and one-half is charged when any School employee must work during holiday hours.

A refundable security deposit may be required for the use of the Outdoor Student Courtyard with Lights. This deposit will be applied to the activity fee. Refund of the non-refundable security deposit shall only be granted if notice of cancellation or rescheduling of an event is received ninety (90) days or more before the event is scheduled.

### **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 School 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 School. 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 School. Should disagreement between the contributor and the School occur as to the value of the goods or services offered, the School reserves the right to refuse to accept the offer.

## **APPENDIX A**

### **ARIZONA REVISED STATUTE 15-1105: LEASE OF SCHOOL PROPERTY; CIVIC CENTER SCHOOL FUND; REVERSION TO SCHOOL PLANT FUND; DEFINITIONS**

- A. The Board of Directors, or the superintendent or chief administrative officer with the approval of the Board of Directors, may lease school property, including school buildings, grounds, buses and equipment to any person, group or organization for any lawful purpose, including recreational, educational, political, economic, artistic, moral, scientific, social, religious or other civic or governmental purpose in the interest of the community, including extended day resource programs. The Board of Directors, superintendent or chief administrative officer shall charge a reasonable use fee for the lease of the school property, which fee may include goods contributed or services rendered by the person, group or organization to the school district.
- B. The Board of Directors, or Head of School / CEO, with the approval of the Board of Directors, may permit the uncompensated use of school buildings, grounds, buses, equipment and other school property by any school related group, including student political organizations, or private Arts teachers (at the discretion of ASA) or by any organization whose membership is open to the public and whose activities promote the educational function of the school district as determined in good faith by the school district's Board of Directors, or Head of School / CEO, with the approval of the Board of Directors.

- C. A person, group or organization that is otherwise eligible to lease school property shall not be denied use of or charged differentiated fees for school property on the basis of the person, group or organization's beliefs, expression of beliefs or exercise of the rights of association that are protected under the laws of this state, the Constitution of Arizona, the laws of the United States or the United States Constitution.
- D. The Board of Directors shall approve a fee schedule for the lease of school property. The fee schedule shall include a designation of the persons, groups or organizations that shall have uncompensated use of the school property, and a procedure for determining the value of goods and services being provided as compensation for the use of school property. The Board of Directors, superintendent or chief administrative officer shall require proof of liability insurance for such use or lease of school property.
- E. For the purposes of this section:
  - 1. "Educational function" means uses that are directly related to the educational mission of the school as adopted by the Board of Directors and includes parent-teacher organizations, youth organizations and school employee organizations.
  - 2. "Reasonable use fee" means an amount that is at least equal to the school district's cost for utilities, services, supplies or personnel that the school provides to the lessee pursuant to the terms of the lease.

**RENTAL AGREEMENT**

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

FOR USE OF FACILITIES LOCATED AT: Arizona School for the Arts (ASA), 1410 North Third Street, Phoenix, Arizona 85004, Maricopa County, lessor, hereby agrees to lease:

Specific Area to be Used: \_\_\_\_\_

Lessor Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

TO: Name of Lessee or Organization: \_\_\_\_\_

Lessee Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address of Lessee or Organization:

\_\_\_\_\_

**Purpose:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

**Time:** \_\_\_\_\_ a.m. / p.m. **To:** \_\_\_\_\_ a.m. / p.m.

Special Equipment Needed: \_\_\_\_\_

\_\_\_\_\_

The following terms and conditions apply to the use and rental of all areas: (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. ASA staff must have access to all areas at all times.
4. All properties and equipment are to be accounted for and left in the same condition as they were at the time of use.
5. No lighting, wiring, or scenery is to be changed except by special permission from the Operations Manager.
6. The programming of the Lessee or Organization must generally be understood and approved by ASA at the time the rental application is received.
7. Any advertising for the promotion of the program must indicate the sponsoring agent.
8. ASA reserves the right to refund deposits paid in advance for rental of any facilities should the Operations Manager decide the usage is not in the best interest of ASA.

