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# Blue Ridge Unified School District Facilities Use Policy

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Governing Board  
Approved

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Effective February 10, 2015

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## **Use of Facility Policy and Procedures**

### **I. Introduction**

The Blue Ridge Unified School District, along with most other Arizona School Districts, is being asked to operate on a much smaller budget than in years past. In an effort to reduce a portion of the expenses to the District and Local Tax Payers, the Blue Ridge Unified School District Board has set up the following “Use of Facilities” policy and fee schedule. These policies and fees have been established to insure that some portion of the district’s expenses such as utilities and supplies will be covered when the facilities would normally be closed or when Non-School District Mandated Functions take place. The Blue Ridge Unified School District will always strive to do what is in the best interest of the Students, Staff and Community Organizations in the most cost effective manner possible.

The following represents the requirements of both Arizona Law and Blue Ridge Unified School District’s Governing Board for the “Use of District Facilities” by groups, organizations or persons both internally and externally.

### **II. Governing Board Policies**

By Governing Board Policy, Blue Ridge Facilities are available for public use pursuant to Arizona Revised Statute A.R.S. §15-1105 et seq., but subject to specific guidelines and procedures:

- a. This Policy and Procedures and the Use of Facility Agreement (Lease) embodies the entire contract between lessee and Blue Ridge Unified School District. This lease includes all of the required information and references to be considered a legal agreement with Blue Ridge Unified School District in connection with the use of facilities and equipment by third parties.
- b. Arizona Revised Statutes state that school facilities are in a “Zero Tolerance Zone”, which prohibits smoking, drinking, drugs and firearms on school district property. All activities involving school age children will be under adult Supervision and will ensure compliance with the district’s Student Code of Conduct. Any illegal behavior will be referred to the proper authorities for appropriate legal action.
- c. The Governing Board has designated the Facilities Coordinator as the district agent to sign leases (contracts) to ensure their compliance with Arizona Law and the terms of this handbook. A lessee may not use district facilities unless the Facilities Coordinator, on behalf of the district, has first signed the lease.
- d. The licensee affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of the State of Arizona or the United States of America or for the purpose of advocating social or political change by violence.

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- e. No district facility shall be used by any group or individual not in compliance with the requirements of all applicable district regulations, policies, state or federal statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, disabilities, age or other classification.
- f. Lessee SHALL NOT have the right to assign this lease or allow any other person or entity to use or occupy any or all of the facility without prior written consent of the Blue Ridge Unified School District, which consent may be granted or withheld at the district's sole discretion. Pursuant to A.R.S. §38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of Blue Ridge Unified School District, if any person significantly involved in initiating, negotiating, securing, drafting or creating a Facility User Agreement (lease) on behalf of the district is, at any time while a lease or any extension thereof is in effect, an employee or agent the lessee, in any capacity or a consultant to the Lessee, with respect to the subject matter of this agreement.
- g. The licensee agrees to indemnify and hold harmless the district from any claims or loss.
- h. If Lessee is an organization not affiliated with the Blue Ridge School District, a Certificate of Insurance must be submitted to the Facilities Coordinator within ten (10) business days prior to the use of facilities. The name inserted on the "Use of Facility Agreement" as the Organization Name must agree with the "insured" name on the Certificate of Insurance and Blue Ridge School District MUST be named as "Additional Insured." The Certificate must state no less than one million dollars (\$1,000,000.00) liability and no less than one hundred thousand dollars (\$100,000.00) damage to leased premises. Any vendors requested to participate during a lease contract (unless their services and products are volunteered) must also provide the required Certificate of Liability Insurance as stated above.
- i. In the event of a dispute hereunder, the lessee and Blue Ridge Unified School District agree to use arbitration insofar as required by A.R.S. §12-1518 and A.R.S. §12-133 and rules promulgated there under
- j. The parties understand that the Facility User Agreement is subject to cancellation, suspension or rescheduling for any reason. Lease contract shall be terminated and district SHALL NOT be liable for any claims or damages resulting there from. Licensee shall be liable only for payments during the time premises were used. The district reserve the right to refund payments made in advance for the lease of any facility if the Facilities Coordinator should decide that the lease is not in the best interest of the district.
- k. Through an intergovernmental agreement (IGA), the City of Pinetop-Lakeside can schedule the use of district facilities, with fees offset by the agreement, but cannot interfere with school district functions. While facilities are in use by the city, they are subject to the City of Pinetop-Lakeside policy and procedures.
- l. The laws of the state of Arizona shall govern the Facility User Agreement (lease), the courts of which state shall have jurisdiction of the subject matter thereof. Licensees of district facilities

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shall comply with all laws of the United States, the State of Arizona and applicable Pinetop-Lakeside ordinances including any rules and regulations contained herein for the facilities owned and under the control of the district. Violations by the licensee may result in cancellation of Lease contract and immediate discontinuance of use of facilities.

### **III. Lease Procedures and Facility Reservations**

- a. A request for the use of facilities must be initiated with the Facilities Coordinator. Any request submitted will not be considered or accepted before a year in advance.
- b. No request will be considered without prior consent from the Building Administrator (Principal). Prior to submitting the form, the Principal of the facility requested must sign and date the form under "Building Administrator."
- c. The lease is initiated by the "Responsible Party"(lessee) as a "request" to use the district facilities and/or equipment at a specified location. The prospective lessee should type or neatly print the requested information on the Use of Facility Agreement, sign and date the form, and submit it to the Facilities Coordinator. Prospective Lessee shall review the Classification and Fee schedule.
- d. The "Responsible Party" represents and warrants that they are duly authorized to execute and deliver the Use of Facility Agreement on behalf of the Licensee (User) and that the agreement is binding upon the Licensee in accordance with its terms. The "Responsible Party" will be responsible for the supervision of event scheduled, billing and additional costs, if any, and any damages that might occur.
- e. If Licensee is claiming non-profit status, a copy of the non-profit documentation must be attached.
- f. Each prospective lessee is directed to access the policy & request form at the BRUSD Website at [www.brusd.k12.az.us](http://www.brusd.k12.az.us), as well as the Facilities Calendar to view availability of all facilities. The Facilities Coordinator will review the request/lease for the availability of the facilities and/or equipment. The prospective lessee will be notified if the facility requested is not available. An invoice will be sent to prospective lessee if the request is granted.
- g. The Facilities Coordinator will review the request/lease and assign personnel if necessary. An Auditorium Director is required and will be assigned for all Auditorium use. When a kitchen is leased, Foodservice personnel are required to supervise and operate kitchen equipment. Custodians and maintenance personnel will be assigned when necessary. (All fees are in accordance with the attached fee schedule and will be assessed if personnel are not normally on duty.) If other personnel are required, and a fee is not provided on the fee schedule, it will be assessed at the discretion of the Facilities Coordinator.

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- h. All wages earned by the personnel assigned to the event MUST be paid through district payroll in order to cover employees under State Workers Compensation Laws. All district personnel fees listed on agreement must be paid directly to the Blue Ridge School District.
- i. All appropriate lease fees, personnel fees and equipment fees (tables & chairs), in accordance with attached "Use of Facilities Fee Schedule," are inserted (where applicable). The Facilities Coordinator will sign and date the bottom to complete the contract and an invoice will be generated and forwarded when and where appropriate.
- j. A Licensee may provide the district, school or facility with a measurable value in connection with a lease and the facility fees. A measurable offset would normally include cash contributions, program fee reduction for Blue Ridge students or staff, or in-kind gifts. The donation must be directly connected with the facilities being used. No more than 50% of the lease agreement amount may be offset in the form of a measurable donation and the offset may be used only during the fiscal year the measurable value was received. Any agreement to offset lease fees must be approved by the District Superintendent prior to the Facilities Management coordinator completing or signing the Lease contract. Benefits to a third party may not be used to offset a facility lease fee.
- k. Licensee will be required to provide a Certificate of Insurance (see section IIh above) and pay the amount recorded on the invoice at least 10 days prior to the use of the facility. Additional fees, if any, will be billed after use.
- l. It is recommended that any time an event exceeds one hundred fifty people, security personnel should be assigned. If at any time the Facilities coordinator and/or the Building Administrator determine that an event warrants crowd control, or other security measures, security staff will be assigned at the expense of the licensee. (Off duty police officers, Arizona Rangers, Etc.)
- m. If at any time there is a conflict with the lease request and the Facilities Coordinator or Building Administrator, the School Superintendent will make the final decision on the matter.

#### **IV. General Rules and Requirements**

***In addition to the terms and conditions set forth in the Use of Facility Agreement for use of district facilities, the following additional conditions shall apply:***

- a. Any and all Blue Ridge School District clubs or organizations must, for internal scheduling purposes, register all facility use with the Facilities Coordinator. This request can be submitted by completing a Facility Use Form or by email.
- b. All Blue Ridge Clubs and Organizations who fall under Class II must complete and submit a "Use of Facilities Agreement" form and secure a signature from the Building Administrator.

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- c. Any request that is not a Blue Ridge affiliated group must always complete a Use of “Facilities Agreement” form and secure a signature from the Building Administrator.
- d. Administrators or other authorized District Staff are to have access to all facilities at any time during a lease agreement.
- e. The licensee’s personal property is to be removed from the premises immediately upon completion of lease term unless previous arrangements have been made. Any materials used for leased events must be non-combustible or be suitably treated with a flame retardant approved by the Pinetop-Lakeside Fire Department. The district shall not be responsible for the licensee’s property in any way before, during or after a lease period.
- f. Blue Ridge Unified School District shall not be responsible, IN ANY MANNER, for the supervision, daily direction and control of the lessee or 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 lessee and any of its employees or other personnel.
- g. Any preparations to facilities shall not interfere in any way with school functions. No modification shall be made of the school premises without approval of the Facilities Coordinator. Any approved permanent modification shall become the property of the district.
- h. NO fireworks or explosives shall be used on the premises without the direct written consent of the District Superintendent.
- i. No portion of sidewalks, entries, passageways, aisles, windows, ventilators, lighting fixtures or other ways of access to the facilities or their utilities shall be obstructed or cause to be used for any purpose other than ingress or egress.
- j. Public address systems when used shall be operated at a volume low enough to avoid disturbance of households in areas adjacent to the school. Only authorized adults, listed on the lease agreement, shall be allowed in the press boxes or photography platforms.
- k. The licensee shall properly prepare and maintain all facilities during the period of their use. All facility users shall return the facilities to the same or better condition as when the facilities were assumed. Any additional cleaning or damages that should occur will be billed to the licensee in addition to the original invoice.