

Theodore Roosevelt School  
PO 567  
Fort Apache, Arizona  
85926

### FACILITY USE AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between Theodore Roosevelt School ("SCHOOL") and \_\_\_\_\_  
\_\_\_\_\_ ("LICENSEE") for the use of the facility hereinafter defined.

NOW THEREFORE, it is agreed as follows:

#### SECTION 1.0 USE OF FACILITY.

The SCHOOL grants unto LICENSEE the use of, and LICENSEE does hereby agree to use that portion of the building and grounds of Theodore Roosevelt School, located at 805 Apache Street, Fort Apache, AZ 85926, as designated below ("Facility"), for the purpose and under the terms and conditions set forth herein. The date, time, and activity or activities to be performed in the Facility, and the portions of the Facility to be so used are as follows:

Portion(s) of Facility to be used: \_\_\_\_\_

Purpose for the use: \_\_\_\_\_

Date(s) on which Facility will be used pursuant to this Agreement: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**Certificate of Insurance Must Be Attached.**

#### SECTION 2.0 RENTAL CHARGES (See fee sheet)

##### 2.1. Rates. (To be filled out by School Facilities Manager)

Facility Fee Rates: \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, day, or use)

Total Estimated Facility Fee: \$ \_\_\_\_\_

Rates for necessary School employees (e.g., custodial, kitchen, security, etc.):

\$ \_\_\_\_\_ per hour for kitchen staff  
\$ \_\_\_\_\_ per hour for Custodial Staff  
\$ \_\_\_\_\_ per hour for Security

Total estimated hours for necessary School employees (To be filled out by School Facilities Manager)

\_\_\_\_\_ hours for Custodial  
\_\_\_\_\_ hours for Kitchen  
\_\_\_\_\_ hours for Security  
\_\_\_\_\_ hours for Auditorium Technician

Total Estimated Labor Charges: \$ \_\_\_\_\_

Total Estimated Rental Charges

(Estimated Facility Fee plus Total Estimated Labor Charges): \$ \_\_\_\_\_

Note: Usage of facility may depend upon availability of school staff to work event.

2.2. **Additional Charges.** Licensee acknowledges and agrees that additional charges may accrue based on actual usage of facility in accordance with the schedule identified in Section 2.1 above.

2.3 **Deposit.** Licensee shall pay a non-refundable deposit in an amount equal to twenty-five (25%) percent of the minimum estimated charges within seven (7) days of approval of this Agreement by the School, but in no event later than 24 hours prior to the scheduled use.

### SECTION 3 ADDITIONAL TERMS AND CONDITIONS

**3.1 Other Uses.** Officers, agents, and employees of the SCHOOL reserve the right to enter all areas of the Facility at any and all times. LICENSEE further understands and agrees that during the term of this Agreement, the SCHOOL may use or cause to be used for its purposes, any portion of the Facility not in use by the LICENSEE.

**3.2 Time for Payment.** The balance of the minimum estimated charges shall be paid by no later than the day of the use. Any additional charges accrued beyond the estimated minimum charges set forth above shall be paid by LICENSEE within thirty (30) days of receipt from the SCHOOL of an invoice for such additional charges.

**3.3 Cancellation.** If LICENSEE desires to cancel this Agreement, it must notify SCHOOL no later than 24 hours prior to the start time designated by this Agreement, otherwise payment will be required.

**3.4 Regulations Pertaining to Use.** LICENSEE agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:

- a. Any functions for minors must be chaperoned by parents or other responsible adults.
- b. LICENSEE shall not permit entrance to portions of the Facility other than those specifically outlined above.
- c. LICENSEE shall not staple, nail, or otherwise affix decorations or signs onto any surface in a manner so as to damage walls, floors, windows, or other surfaces or furnishings of the Facility. All decorations and signs must be removed immediately after the conclusion of the activity or activities conducted pursuant to this Agreement.
- d. LICENSEE shall use and occupy Facility in a safe and careful manner and comply with any federal, state, county, or municipal authority controlling or governing the Facility or the operation therein, including, but not limited to, all policies, rules and regulations of the SCHOOL.
- e. LICENSEE shall use said Facility solely for the purposes herein provided and shall not permit the Facility or any part thereof to be used for any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment or in any manner so as to injure persons or property.
- f. LICENSEE shall not permit any individual to bring into the Facility any alcoholic beverages or any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the Facility or which are likely to constitute a hazard to property thereon.
- g. LICENSEE shall not permit individuals to smoke inside the Facility, and no tobacco shall be sold or distributed on SCHOOL property.
- h. LICENSEE recognizes that the SCHOOL may have representatives present in the Facility during use.
- i. LICENSEE, and LICENSEE'S employees, agents, invitees, volunteers and contractors shall comply with all applicable laws and policies governing conduct at the Facility, including laws for the welfare and protection of students.

**3.5 Indemnification.** The LICENSEE hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the SCHOOL, its Board members, agents and representatives from and against any loss of and/or damage to the property of LICENSEE, and all loss and/or damage on account of injury to or death of any persons arising in any way from negligent, reckless or willful misconduct of LICENSEE, its employees, agents or independent contractors.

**3.6 Damage and Loss.** LICENSEE agrees to return the Facility and equipment to the SCHOOL at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. LICENSEE agrees that if any portion of the Facility or contents thereof, during the term of this lease, shall be damaged by the act, default, or negligence of the LICENSEE or of the LICENSEE'S agents, employees, patrons, guests or any person admitted to premises by LICENSEE, LICENSEE will pay to the SCHOOL upon demand such sums as shall be necessary to restore the premises and equipment to their previous condition. LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the premises at the time of LICENSEE'S use, not including any representatives of the SCHOOL.

**3.7 Assignment.** LICENSEE may not assign this Agreement or any right contained in this Agreement nor sublet the Facility without the written consent of the SCHOOL. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the SCHOOL shall void this Agreement.

**3.8 Attorney's Fees.** Should SCHOOL prevail in whole or in part in any litigation between the parties, including, but not limited to, actions to collect any use or service charge after same is past due, LICENSEE agrees to pay for all of SCHOOL'S reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes. Notwithstanding the foregoing, nothing herein shall be deemed to waive the sovereign immunity of the SCHOOL or the White Mountain Apache Tribe.

**3.9 Insurance.**

- a. LICENSEE agrees to acquire and maintain during all times it is using the Facility liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, including premises/operations, products/completed operations, and personal & advertising injury.
- b. The SCHOOL must be named as an additional insured.
- c. LICENSEE must provide a certificate of insurance reflecting all of the above requirements prior to use of the Facility.

**3.10 Miscellaneous.**

- a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.
- b. This Agreement shall be governed by the laws of the White Mountain Apache Tribe.

**Licensee**

**School**

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Its: \_\_\_\_\_ Its: TRS Building Administrator

**School**

Name:

Signature:

Its: TRS Facilities Manager

**School**

Name:

Signature:

Its: TRS Director of Food Services (if needed)

**School**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: TRS School Board Representative

**School Use Only:**

\_\_\_\_\_ Deposit Paid

\_\_\_\_\_ Total amount paid

\_\_\_\_\_ Form/money sent to School Business Office

\_\_\_\_\_ Category A

\_\_\_\_\_ Category B

## Fee Schedule

### Categories of Users of School Facilities and Schedule of Charges

- A. Use of school facilities for activities including, parent, teacher, and student groups sponsored by the school, organized youth character building agencies (such as boys and girls club, 4-H and Robotics); community oriented groups for meetings, governmental, civic, charitable, or religious groups which have the school for their residence for non-revenue producing events.

Charges: Charges will generally not be assessed for Group A groups except in cases where there will be a cost incurred by the School involved with the rental. For example, when a custodian, security officer, auditorium technician, or kitchen help is required; or in the case of long-term events a flat rate may be negotiated.

- B. Use of school facilities participating in all activities that do not fall under Category A.

### Hourly Rates

Gymnasium	\$
Classroom	\$
Football Field	\$
Softball Field	\$'

Approved by Board of Education on