



Tucson Unified School District

RENTAL TERMS OF AGREEMENT

1. **SUBMITTAL:** Rental Agreements must be submitted at least ten business days prior to usage date. The original signed Rental Agreement must be returned to the TUSD Rental office. TUSD reserves the right to not make commitments for more than 30 days prior to the date requested by the lessee. No lease will extend beyond June 30 of the fiscal year in which it is initiated.
2. **ALCOHOL, TOBACCO AND FOOD:** No alcoholic beverages, tobacco, E-Cigarette products or weapons are allowed on premises. Refreshments are not to be sold in the building unless prior arrangements have been made with site administrator and specified on this written agreement.
3. **TUSD ACCESS:** Administrators or caretakers are to have access to all facilities at any and all times.
4. **CONDITION OF PROPERTY:** The lessee shall inspect the premises and accept them in “AS IS” condition or notify TUSD of any problems with the premises prior to start of the lessee’s activity. All properties are to be accounted for and left in as good condition and as clean as received. Lessee will be required to pay for any damages or clean-up of property or equipment that occurs as a result of lessee’s use of premises. Extra property is to be removed from the premises no later than twenty-four hours after the use. The lessee shall remove any waste, pharmaceutical and hazardous materials resulting from the lessee’s use from the premises prior to vacating the premises.
5. **DISTRICT POLICY:** The District reserves the right to review and deny use of facilities for events that may not be in accordance with restrictions listed in Board Policy. Lessee shall comply with Policies KFA, Public Conduct on School Property, and KI, Visitors to Schools. The lessee of school facilities to be used for athletic activities must comply with the requirements and restrictions for such use as set out in Board Policy JJIB.
6. **EVENT PROMOTION:** Any advertising for the lessee’s program, such as newspaper releases, posters, tickets, and handbills, must indicate the sponsoring agent & be approved through TUSD’s School Community Services before distribution.
7. **CANCELATION:** The lessor reserves the right to refund deposits paid in advance for rental of any facilities should TUSD decide that the usage is not in the best interests of the lessor and rescind permission to use the facility on the date or dates specified in this agreement by notifying the prospective lessee in the following manner: by telephone, messenger or letter to address as given by lessee at any time prior to any such use. A \$35.00 cancellation charge may be assessed for all completed contracts canceled by lessee less than 24 hours prior to the event.
8. **LIABILITY:** Proof of insurance, either commercial or a letter of self-insurance shall be provided by the lessee at the time of signing this agreement. This insurance shall provide for a minimum limit of \$1,000,000 combined single limit per occurrence for liability and property coverage. Any commercial insurance certificates shall list TUSD as an additional insured. Lessee agrees to indemnify, defend and hold harmless the lessor and it’s employees from and against any and all claims, losses, liability, costs or expenses (herein referred to as “claims”) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are cause by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
9. **RATES:** All rental rates are subject to change upon 30 days written notice to lessee unless otherwise stipulated in the agreement.
10. **LEGAL FEES:** In the event lessor employs an attorney to enforce any of the covenants or agreements of this lease by court action or otherwise, lessor shall be entitled to recover from lessee all costs, including but not limited to filing fees, service fees, deposition costs, witness fees and attorneys’ fees reasonably incurred provided all said fees have been court awarded.
11. **EXTRA SERVICE:** Lessee shall pay the district on demand such other and further sums as are due the district because special facilities or extra services furnished by the district, compensation for which was not included in the amounts specified under original charges.
12. **SIGNAGE:** Renters may post signage only during the specific rental period(s) for which they are charged rent. All signs must meet City/County sign regulations and, if applicable, must have permits.
13. **APPLICABLE LAWS:** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-discrimination (see Policy AC and KF) and conflict of interest.