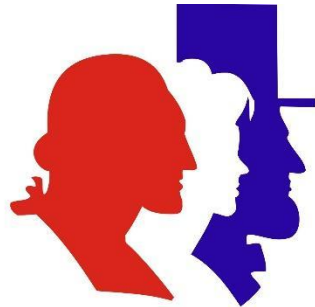


HERITAGE ACADEMY

Gateway

Auditorium Use Manual



HERITAGE ACADEMY

“Building America’s Heroes”

HERITAGE ACADEMY GATEWAY

AUDITORIUM USE REQUEST PROCEDURE and OCCUPANT'S CHECKLIST

Request for Use of School Property: A request for the use of SCHOOL facilities can be initiated by completing the "Public Auditorium Use Request," "Theater Usage Request" and "Theater Fee & Usage" forms. If the requested facilities are available and the Heritage Academy Administration (HADMIN) agrees to rent the facilities for the indicated purpose, a "Facilities Use Agreement" will be completed.

A. Theater Rental Request Procedures:

Please complete, sign and submit the following to HERITAGE ADMIN for approval

- ☐ Request for Use Google Form, linked here: [Community Request for Use](#)
- ☐ "Theater Usage Request" form
- ☐ "Theater Fee & Usage Estimation" form
- ☐ "Theater Use Guidelines & Procedures" Form
- ☐ Submit \$25 application fee (non-refundable)

B. Completion of Contract for Theater Rental

Please read, sign and submit the following to HERITAGE ADMIN

- ☐ "Theater Use Agreement" submit thirty (30) days prior to event
- ☐ Proof of insurance and Certificate of Insurance ten (10) days prior to event
 - ☐ Heritage Academy Gateway named as additional insured on policy
 - ☐ No less than \$1,000,000 liability limit per occurrences for bodily injury and property damages
 - ☐ No less than \$100,000 damage to rented premises
 - ☐ Waiver of subrogation on all policies
- ☐ Submit \$350 theater deposit and \$150 cleaning deposit
- ☐ Payment in full fourteen (14) days prior to event (Credit Card, Check or Money Order payable to "Heritage Academy Gateway")

THEATER USE GUIDELINES & PROCEDURES

HERITAGE ACADEMY GATEWAY

While using Heritage Academy Gateway School (hereinafter referred to as “SCHOOL”) facilities, the Occupant shall adopt and follow safe practices in its operations. The Occupant is expected to cooperate with personnel to ensure a safe site. The Occupant shall clarify with personnel all safety and security requirements prior to use of the facilities.

General Facility Use Guidelines

1. Use of tobacco, vaping, possession or consumption of intoxicating beverages or illegal substances in any form are prohibited.
2. Weapons of any kind in any part of the facility or on the grounds surrounding the facility are prohibited. If these items are used as props, the Theater Manager and SCHOOL Administration must be informed and approve the usage.
3. Organization's supervisor, designated representative, event coordinator must remain on-site during the entire event
4. No refreshments are to be served or sold on school grounds or in the building except in designated areas and with prior approval. **No food or beverages are allowed in theater or auditoriums, special use rooms or any carpeted areas. With the exception of bottled water in the green room and rear stage areas, acceptable for the performers and stage crew only.**
5. Any group or organization selling food, providing food, or using outside food vendors must adhere to all applicable Pinal County Board of Health Regulations
6. Occupant shall not have the right to assign or allow any other person or entity to use or occupy any or all of the Facilities without the prior written consent of the SCHOOL, which consent may be granted or withheld at the SCHOOL's sole discretion. This consent must be granted in writing no later than three (3) business days prior to the event.
7. Only facilities specifically approved by SCHOOL are to be used, and persons attending the activity must confine themselves to the specific sections of the facilities approved. Congregating and loitering in the hallways, other parts of the building or on fields not rented is strictly prohibited.
8. 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 approval.
9. No open flame (candles or lighted fire) or pyrotechnics, including smoke machines, are permitted
10. **The use of strobe light effects during any event in the theater must be clearly posted at all entrances to the theater beforehand.**
11. When using any facilities or any portion thereof, Occupant agrees to comply with all applicable state, federal or city laws and regulations. All ordinances of the fire and police departments pertaining to public assemblies must be observed: a) highly flammable or explosive materials will not be permitted b) exits, aisles, and hallways must remain free of any obstructions c) renter shall not allow a number of persons in any portion of the facilities at any time in excess of the legal or normal capacity of such portion of the facilities.
12. Occupant will indemnify the SCHOOL for any damages to the premises, equipment and furnishings of facilities during the time the lease agreement is in effect. Occupant shall also waive any claim against the SCHOOL, defend, save and hold harmless the SCHOOL, its agents and employees for any damages to property or injury to persons occasioned by or in connection with the use of the facilities by the renter.
13. SCHOOL is not responsible for any property left by the user/renter or brought to the premises by the user/renter, or by any other persons or entity in connection with the use of

school facilities.

14. The Occupant shall maintain a list of emergency agencies and phone numbers at all times.
15. The Occupant shall maintain all areas used in a clean well-organized manner, which includes removal of all trash, sweeping, immediate cleanup of all spills, vacuuming, ect.
16. All means of access or egress shall be identified and communicated to participants.
17. Occupant shall identify areas where travel isn't permitted and inform participants.
18. Roadway and sidewalks to be used shall be inspected by the Occupant and are to remain clear of obstructions during use. Extension cords are to be taped to the surface to avoid a trip hazard
19. OCCUPANT shall be responsible for all costs incurred for false elevator, security, and/or fire alarms

General Theater Use Guidelines

1. OCCUPANT is responsible for setting up the stage and other approved areas prior to event. Unless specifically scheduled, equipment may not be loaded on stage until after 3:30 pm on the day of event.
2. The theater building will be opened, and closed by an authorized School employee. Facility keys must remain in the possession of an authorized School employee only.
3. Only SCHOOL approved theater lighting staff may operate the Lighting and Sound Systems.
4. Only SCHOOL approved production/sound staff may occupy the Control Booth.
5. OCCUPANT may not run wires or cables into theater at any time without SCHOOL approval.
6. OCCUPANT may not alter or modify any equipment owned by the facility.
7. Extra fees will be charged to reconfigure systems (lighting—etc.) back to their original condition on a hourly basis. This fee is in addition to the theater cost. There is a two (2) hour minimum fee for each technician required to perform this work.
8. OCCUPANT may not construct scenery that requires anchoring it into the stage, or paint on the stage or in the theater at any time. All props and scenery must be able to stand erect alone, and it is suggested that it be on wheels for ease of moving on and off stage. No blocking theater accesses on or off stage with props and/or scenery.
9. **No production work (i.e. sawing, sanding, drilling or building scenery) is permitted. Dust will accumulate on the stage, curtains and lighting fixtures, which can be deteriorate the equipment and facility. Dust activity will also set off the Fire Alarm system.**
10. No guests are permitted backstage, in the wings, or in the control booth during an event.
11. OCCUPANT may not exceed the **maximum seating capacity of the theater (500)**.
12. OCCUPANT must become familiar with emergency procedures and evacuation routes for the theater and other facilities used.
13. No feet are permitted on the theater seats at any time. In addition, do not climb over seats.
14. No jumping off of the stage apron into the audience level or climbing from the audience level onto the stage is not allowed at any time. Please use the stairs and/or ramp at either side of the stage to gain access to the stage level. Any person not observing this rule may be removed from the theater.
15. For the safety of persons occupying theater and/or surrounding facilities, and the protection of the equipment, the SCHOOL reserves the right to request the removal of any member of the OCCUPANT's crew whose conduct or procedures are considered damaging to the equipment and/or facilities or hazardous to the safety of any person(s) occupying the space.
16. Fights, vandalism, or unacceptable behavior occurring during the rental term shall be cause for immediate cancellation of the rental with no refund of fees.

Theater Operational Policies:

1. OCCUPANT must provide a list of their production staff to the Theater Manager.
2. OCCUPANT must designate an **Event Coordinator** who will be present during the entire event process to coordinate with School staff and be responsible for the members of the event. This

- will be the only person the Theater Manager and/or School Staff will discuss operational needs with. Event coordinator must be present during all rehearsals and performances. During performances, event coordinator is to be on headset backstage to communicate with Theater Manager and/or School representative.
3. A production meeting with the SCHOOL's Theater Manager and Staff should take place a **minimum of four (4) weeks prior to the event** or at a time frame mutually agreed upon with the School. The OCCUPANT event Coordinator should request the presence of any Techs they may require to provide services for the event.
 4. The OCCUPANT and the SCHOOL must have a production planning meeting at least **two (2) weeks prior to the event** in order to finalize specific scheduling needs and timelines (such as: lighting design & focus, rehearsal schedule, stage use, staffing/volunteers required, intermission requirements,—etc.).
 5. The OCCUPANT is required to have all lighting, staging; and sound needs approved by the School's Theater Manager a **minimum of two (2) weeks prior to the event**. This is necessary to allow the SCHOOL time to coordinate the scheduling of stage hands that will be required to participate in the event.
 6. The "House Lighting" is to be used for all rehearsals and events when SCHOOL approved technicians are not present. If Theatrical Lighting is used a Tech needs to be present and fees will be assessed.
 7. The OCCUPANT is required to have all projector needs approved one (1) week prior to event. Any slides, pictures, videos, PowerPoint presentations, ect. Must be approved by Theater Manager **one (1) week prior to event**.
 8. The back stage area is for unloading and staging props, scenery, and equipment **only**.
 9. Access to microphones, equipment—etc. must be coordinated with the School Theater Manager. All items must be returned daily and locked up. The cost of replacement of missing equipment will be at the fair market value purchased at a local retailer of a new replacement item as good as or better than the original item lost, broken or damaged. Please initial to verify that you understand and agree to these terms.
 10. All banners and signs need approval by the Theater Manager and may be hung only in designated areas. No staples, tacks, etc., are allowed on theater walls. All tape residues must be removed by OCCUPANT. Removal of these items must be completed within 24 hours of the end of the event.
 11. OCCUPANT must leave the facility (theater, stage, dressing rooms, bathrooms, green room, lobby, hallways, and outer facilities) in an orderly fashion. In the event Occupant fails to comply, they will be charged reasonable cleaning fees for those cleaning services in excess of routine post-event cleaning. This includes all tape residues. **An additional \$150 Cleaning deposit** is required, which will be refundable upon the discretion of the Theater Manager.
 12. OCCUPANT must return the stage to the state it was found prior to the event. OCCUPANT will be **responsible for all cost to restore** the facility to its prior state. An inspection of the premises will be made after the event to determine if damage did occur as a result of the event and the OCCUPANT will be notified within 48hrs of the damage.
 13. Publicity for the event is the sole responsibility of the OCCUPANT.
 14. OCCUPANT has the right to determine the ticket price for their event.
 15. OCCUPANT is provide tickets and adequate staff to facilitate sales.
 16. OCCUPANT is to provide minimum of four (4) ushers day of event. Ushers shall be on duty throughout the entire event.
 17. OCCUPANT shall **deposit \$350** to secure theater reservation minimum of thirty (30) days in advance **plus a \$150 cleaning deposit** ten (10) days in advance. Once a reservation has been confirmed, all payments must be made in the form of a certified check, cashier's check, or company check made payable to Heritage Academy Gateway. **Occupant shall make full payment for estimated charges ten (10) business days prior to the beginning of the event.** In the event any credits are to be issued, they will be issued 14 days following the event in the

form of a check.

18. In the event a balance is owed to the SCHOOL after the completion of the event, OCCUPANT will pay such balance within 30 days of receipt of an itemized billing for the balance. **A late fee of 18% will be assessed for any balance owing past 30 days.**
19. A list of production staff names is to be attached to the signed contract. This includes all members who will be allowed access on the stage or back stage. No access to these areas will be allowed to anyone whose name does not appear on this list. The list may be modified at any time up to 1-hour prior to the performance. Final list is to be provided to the Theater Manager 1-hour prior to the event.
20. All video and/or sound medium must be provided to the Theater Manager no less than **2-weeks** prior to the scheduled event. If not promptly received, the event will be cancelled.

The SCHOOL reserves the right to cancel any event due to the OCCUPANT's breach of contract and OCCUPANT will forfeit the non-refundable deposit. Additionally, the OCCUPANT may at any time cancel the contract and forfeit their non-refundable deposit.

PAYMENTS / CANCELLATIONS

Payments

1. Theater deposit of \$350 to be paid upon approval to rent theater
2. Cleaning deposit of \$150 to paid ten **(10) business days prior** to use
3. Payment for full contracted amount must be received ten **(10) business days prior** to use.
4. If payment for full contracted amount is not received five **(5) business days prior** to the event, any deposit is forfeited, and the contract may be cancelled.
5. If reservation is completed less than ten **(10) business days prior** to event, payment is due in full at the time of the booking.
6. Credit Cards, Checks or Money orders are accepted and are payable to Heritage Academy Gateway. No cash is accepted. Credit cards may be paid over the phone.
7. All returned checks are subject to a **\$25.00 fee**.

Payment Cancellations / Refunds

1. Occupant may terminate any agreement upon **written notice** to the SCHOOL and is subject to the refund policy.
2. Refund policy will be applied to room and field rental rates. Any charges related to unused utilities, staffing or out-of-pocket costs will be refunded unless otherwise noted. Deposits are non-refundable.

Refund Policy After written notice received:

- More than ten (10) business days prior to event = 100% refund (excluding the deposit)
- Less than ten (10) business days, but more than five (5) business days prior to event date = 50% refund (excluding the deposit)
- Less than five (5) business days prior to event date= No refunds or credits

Authorized Signature of Requesting Parties (Occupant)

Date

Fee Classifications and Schedule for Facilities Usage

Heritage Academy Gateway (hereinafter referred to as "SCHOOL")

COMMUNITY USE OF SCHOOL FACILITIES

Renter Classifications

Class I Fees

Class I users include groups approved for uncompensated use associated with the SCHOOL, School-sponsored organization and organizations that promote the specific educational function of the SCHOOL where reciprocal agreements exists. Class I users are exempt from facility rental fees, but are subject to utility surcharge fees, personnel, and other out-of-pocket costs incurred by the SCHOOL except where noted.

Examples of Class I users: school sponsored activities, teachers' organizations, school clubs, P.T.O./P.T.A. Organizations, booster clubs.

Class II Fees

Class II facility use by non-profit organizations approved for uncompensated use (with proof of a letter of determination indicating a 501 (c)3 status approved by the Internal Revenue Service (IRS) whose academic or recreational activities directly service school-age scholars and are not paid and do not derive a financial benefit from the activity. User will be charged the established use fee for the room/facility utilized, required personnel, and other out-of-pocket costs incurred by the SCHOOL.

Examples of Class II users: Girl Scouts, Boy Scouts, Community Youth Sports Leagues

Class III Fees

Class III users are non-profit organizations that do not meet class I or class II definition. School facilities and property may be leased to programs and any person, group or organizations for any lawful purpose in the interest of the community. The purposes include but are not limited to the following: recreational, scientific, educational, social, political, religious, economic, civic, artistic, governmental, or moral.

Examples of Class III users: Churches, Home Owner Associations, Adult Civic Organizations, Community Organizations, Federal, State and Local Governmental Units, Officials when conducting community or official business for which no reciprocal agreement exists.

Class IV Fees

Class IV users include all organizations not meeting the definitions of the other classifications. Any activity of a profit-making organization conducted for the purpose of donating profits or proceeds to the SCHOOL or to a public charity does not change the rate from this schedule. This class of user will be charged the established use fee for the room/facility utilized and any other personnel or other out-of-pocket costs incurred by the SCHOOL.

Examples of Class IV users: Any commercial or profit-making organization or individual

THEATER USAGE REQUEST

Heritage Academy Gateway

Contact Information:

Requesting Party/Organization: _____

Contact Person: _____ Application Date: _____

Contact Address: _____

City, State, Zip _____ Phone: _____

E-mail address: _____ Cell Phone: _____

EVENT INFORMATION

Event Description: _____ Date(s) Requested: _____

Please indicate two (2) alternate dates _____

Event Start Time: _____ AM/PM

Event End Time: _____ AM/PM

Set-Up Start Time: _____ AM/PM

Check-Out Time: _____ AM/PM

Total Hours On-Site: _____

Estimated Attendance: _____

EQUIPMENT NEEDED:

- | | | | |
|--|---------------------------------------|---|---------------------------------|
| ☐ Piano | ☐ Music Stand | ☐ Chair | ☐ Podium |
| ☐ Hand Microphone | ☐ Choral Riser | ☐ Table | |
| ☐ Wireless Microphone | ☐ Projector | ☐ Marley Dance Floor | |

SUPPORT STAFF NEEDED:

- | | | | |
|--|--|-------------------------------------|--|
| ☐ Theater Manager | ☐ Lighting Tech | ☐ Sound Tech | ☐ Stage Hand(s) |
|--|--|-------------------------------------|--|

Signing indicates my understanding that:

- Requests to use SCHOOL facilities are to be initiated a minimum of four weeks in advance of event. Requests made less than four weeks prior to event may not be accepted or approved.
- Payment in full of projected fees is to be received by the SCHOOL within ten (10) business days prior to date of use.
- A valid Certificate of Insurance naming Heritage Academy Gateway as an "additional insured" must be received ten (10) business days prior to facility use with minimum limits of \$1,000,000 for bodily injury/property damage and \$100,000 for property/fire damage
- Failure to provide written notice of change or cancellation within five (5) business days of the event will result in loss of deposit and refund
- Occupant representative must have a copy of Theater Guidelines and Procedures and Theater Use Agreement while on site during the rental dates and times
- I have read and agree to abide by the information within the Theater Use Agreement, Theater Guidelines and Procedures for the use of SCHOOL theater and associated facilities

Authorized Signature of Requesting Parties (Occupant)

Date

FACILITY FEE & USAGE ESTIMATION FORM

Heritage Academy Gateway

(Theater Use Rates Hourly Unless Otherwise Noted)

	Class I	Class II	Class III	Class IV	# Needed	# Hours	Subtotal
Theater/Facility (3hr Min - Basic House Lighting Included)	N/C	\$100 /hr	\$125 / hr	\$150 / hr			
Theater Manager (4hr min)	\$35 / hr	\$35 / hr	\$35 / hr	\$35 / hr			
Lighting Tech (4hr min)	\$35 / hr	\$35 / hr	\$35 / hr	\$35 / hr			
Sound Tech (4hr min)	\$35 / hr	\$35 / hr	\$35 / hr	\$35 / hr			
Stagehand	\$20 / hr	\$20 / hr	\$20 / hr	\$20 / hr			

Special Staff	Class I	Class II	Class III	Class IV	# Needed	# Hours	Subtotal
Custodial Rates (3 hr min)	N/C	\$30 / hr	\$30 / hr	\$30 / hr			
Ushers (4 hr minimum)	N/C	\$15 / hr	\$15 / hr	\$15 / hr			

Equipment Fees (per item)	Class I	Class II	Class III	Class IV	# Needed		Subtotal
Piano	N/C	\$100	\$125	\$150			
Piano Tuning (prior to performance)	\$150	\$150	\$150	\$150			
Marley Dance Floor		\$200	\$250	\$300			
Hand -Held Microphone	N/C						
Wireless Microphone	N/C						
Music stands	N/C	\$2					
Choral risers	N/C						
Chairs	N/C						
Podium	N/C						
Projection screen	N/C						
Tables	N/C						

Authorized Signature of Requesting Parties (Occupant)

Date:

THEATER SPECIFICATIONS

Heritage Academy

Stage Dimensions

Seats 500

Cyclorama to Proscenium: 25'

Proscenium to edge of Apron: 3' 11"

Proscenium Width: 48' 9"

Wing Space: Stage Right, 785 sq ft. Stage Left, 480 sq ft

Loading Dock: 8' x 15'

Stage Left Bathrooms: 11' 6", 10' 6"

Entrances and Exits

Ramp: 19' 2"

Doors: 2 Stage to House doors-- 3' 4."

2 Backstage doors, L and R, 3' 4"

Equipment

Lighting

Onyx by Obsidian DMX system

8 PHX LEDs mounted on House Electric

4 AP-150s mounted on House Electric

8 AP-150s mounted on two Stage Electrics

8 SpectraCycs, immovable

12 SIXPAR-100s mounted on movable light trees.

Sound

Heath and Allen SQ-5 desk

2 Handheld mics with stands

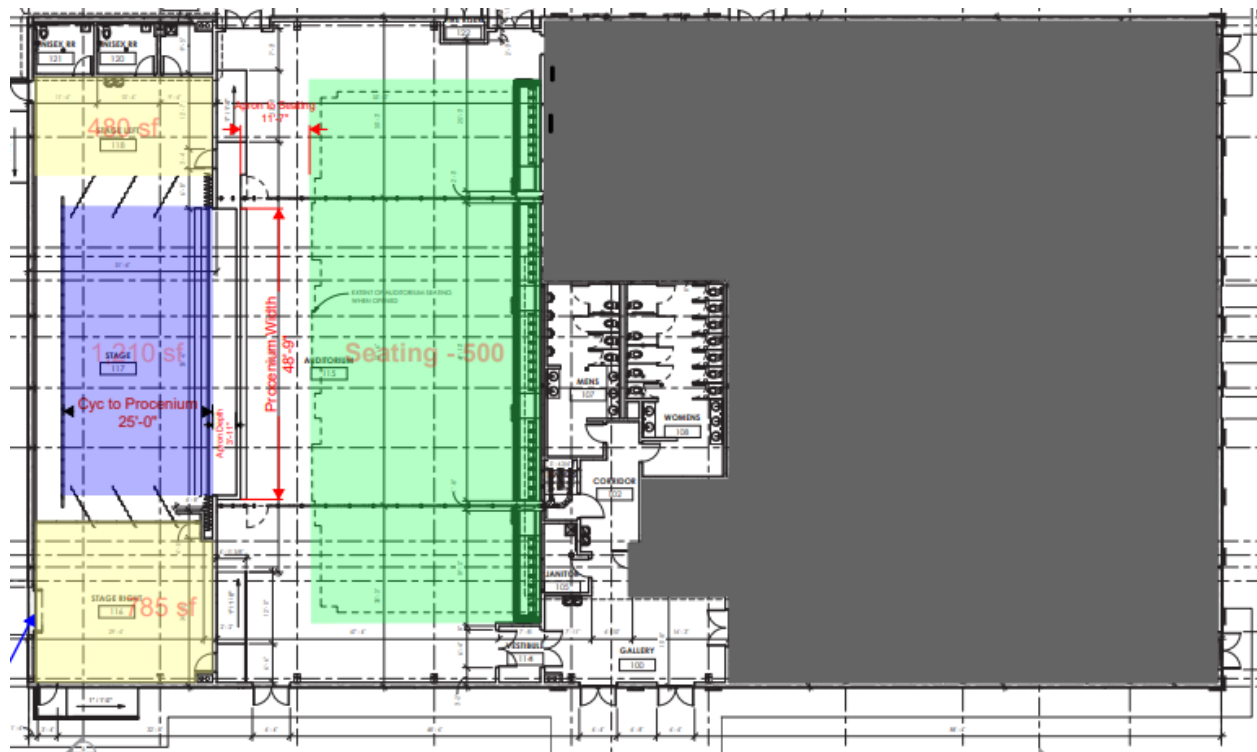
10 battery belt packs with lavalier mics

1 piano (separate rental fee applies)

Projector--projects from HDMI or VGA. Focused onto cyclorama, not movable. Can connect from booth, or from stage with CAT 6 patch cable.

Dressing Space: Dressing is in public bathrooms, gymnasium, or weight room. Men and women MUST use separate dressing areas.

Podium--approx. 22"x 24"x 48"



THEATER USE AGREEMENT

BETWEEN

Heritage Academy Gateway Inc.

and

(Name of organization using the facility)

1. PARTIES

The parties to this Contract are Heritage Academy Gateway Inc, hereinafter referred to as "SCHOOL", and

(enter name of organization using the facility), hereinafter referred to as "OCCUPANT".

2. RECITALS

This agreement is made with reference to the following facts:

2.1 SCHOOL has offered to make available the _____ (enter name of location) FACILITY to be used by the OCCUPANT for occasional or one time use as a/an

(enter intended use of location).

2.2 OCCUPANT represents that the FACILITY will only be used for the purpose so stated.

3. USE

When using the FACILITY, or any portion thereof, OCCUPANT 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. OCCUPANT 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 OCCUPANT's use thereof. OCCUPANT shall not use or allow any portion of the FACILITY to be used for any unlawful purpose. OCCUPANT 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. OCCUPANT 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. OCCUPANT shall not permit any food, drink or smoking/vaping in any portion of the FACILITY without the prior written consent of the SCHOOL.

4. SCHEDULING

OCCUPANT shall schedule by completing **Facility Usage Request** form and returning by hand to the SCHOOL Office or by mail to:

ATTN: Administration
Heritage Academy Gateway
19705 E Germann Rd

Queen Creek, AZ 85142

Said written notice will state the exact times during the term hereof that it desires to use any portion of the FACILITY. OCCUPANT shall confirm the date, time and function of usage of the FACILITY by telephone. Please direct calls to the SCHOOL office at 480-461-4400.

Said confirmation shall occur at least seven (7) days prior to such intended use. If OCCUPANT has not so scheduled and confirmed for its use any portion of the FACILITY prior to such time, then the SCHOOL shall be free to use or allow others to use such unscheduled portion of the FACILITY at its discretion.

5. TERM

The term of this agreement shall commence on _____ 20__ and end

on _____ 20__ , at which time OCCUPANT's rights to use the FACILITY under this Agreement shall automatically expire unless otherwise extended in writing, by the SCHOOL, at its sole discretion.

6. COMPENSATION

OCCUPANT will compensate SCHOOL for use of the FACILITY as is indicated in the Facility Fee and Usage Estimation Form in the *Facility Use - Occupant's Manual* or as follows (insert terms of compensation):

7. INSURANCE

Pursuant to A.R.S. Section 15-1105 et seq., OCCUPANT, agrees to procure, at its expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with OCCUPANT's use of any portion of the FACILITY, which insurance shall include the SCHOOL as an additional insured with a waiver of subrogation on all policies and be primary and non-contributing to any coverage maintained by the SCHOOL. OCCUPANT shall provide the SCHOOL with a certificate evidencing such insurance coverage is in effect ten (10) business days in advance of the event. The certificate must state no less than \$1,000,000 liability (each occurrence limit for bodily injury and property damage) and no less than \$100,000 Damage to Rented Premises (also known as property damage or fire damage coverage). Any additional vendors requested to participate in any manner during a rental contract must also provide the required insurance certificates as stated above. In the event of damage to school property or facility, the Occupant shall accept the SCHOOL's estimate of the amount of damage and shall pay all appropriate costs.

8. LIABILITY AND INDEMNITY

OCCUPANT agrees to conduct its activities in the FACILITY in a careful and safe manner. As a material part of the consideration to the SCHOOL, OCCUPANT hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to OCCUPANT's use or occupancy of any portion of the FACILITY from any cause whatsoever, and OCCUPANT hereby waives all claims in respect thereof against SCHOOL. OCCUPANT shall indemnify, defend, and save harmless SCHOOL and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, 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 SCHOOL, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by OCCUPANT, its employees, agents, representatives, or subcontractors, or arising out of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such laws. Occupant's obligation under this Section (8) shall not extend to any liability caused by the sole negligence of SCHOOL, or its employees. Where both

SCHOOL and OCCUPANT, including their employees, agents or representatives participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

9. ENTIRE CONTRACT

This Agreement embodies the entire contract between OCCUPANT and SCHOOL. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes of any of the provisions of this Contract shall not be valid unless consigned to writing and signed by both parties.

10. SUSPENSION AND TERMINATION

SCHOOL may, by written notice, direct OCCUPANT to suspend its use of the FACILITY for such period of time as may be determined by SCHOOL to be necessary or desirable. Upon receipt of such termination notice, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement. Payment for use already completed or in process at the time of the notice of termination is received shall be adjusted between SCHOOL and OCCUPANT in a fair and reasonable manner but shall exclude any allowance for unperformed use or anticipated profits thereon.

11. WAIVER

The failure of 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 OCCUPANT's delay in the exercise of any such rights or remedies shall not release OCCUPANT 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.

12. ASSIGNMENTS AND SUBLETTING

OCCUPANT 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.

13. DEFAULT

In the event that the OCCUPANT fails to pay any fee or other sum required to be paid by the OCCUPANT hereunder when due, or otherwise fails to comply with or observe any other 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 OCCUPANT hereunder. All outstanding payments not paid in full with be assessed interest at rate of 18% if not paid 30 days after date of rental.

14. ARBITRATION

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

15. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 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 OCCUPANT, in any capacity, or a consultant to the OCCUPANT, with respect to the subject matter of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof.

17. RELATIONSHIP

The parties agree that neither the OCCUPANT nor any employees or other personnel of the OCCUPANT will for any purpose be considered employees of the SCHOOL, and with respect to the OCCUPANT and any employees or other personnel of the OCCUPANT, the SCHOOL shall not be responsible in any manner for the supervision, daily direction and control of the OCCUPANT 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 OCCUPANT and any of its employees or other personnel.

18. AUTHORITY

The individual signing below on behalf of the OCCUPANT hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the OCCUPANT and that this Agreement is binding upon the OCCUPANT in accordance with its terms.

19. EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this day of _____, 20_____.

“SCHOOL”

“OCCUPANT”

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____