CITY CLERK
ORIGINAL

C-8885
04/23/2014

RENTAL AGREEMENT

FOR USE OF FACILITIES LOCATED AT: Glendale
Name of High School

Date 4/15 2014. 6216 W. Glendale Ave.
Mailing Address

Glendale Union High School District, Maricopa County, Lessor, hereby agrees to lease: Band Room
Specific Facility to be Used

Julie Patton
Lessor Contact Person

To: City of Glendale
Name of Lessee of Organization

Martin Dickey
Lessee Contact Person

5850 W. Glendale
Mailing Address

623-930-2959
Phone

The following terms and conditions apply to this lease (Please read before signing):

1. The leased premises are to be used by the Lessee for the following purposes only: Band Practice
2. **No smoking is to be allowed. No alcoholic beverages allowed.** No refreshments are to be sold in the building.
3. Administrators or caretakers are to have access to all facilities at any and all times.
4. All properties are to be accounted for and left in as good condition as received. Extra property is to be removed from the premises no later than twenty-four (24) hours after the performance.
5. No lighting, wiring, or scenery is to be changed except by special permission from the principal of the school; and, when special permission is granted, such lighting, wiring, or scenery must be replaced as directed at the expense of the party requesting the change.
6. The program of speakers, plays, or amusements to be produced must be submitted for approval before the rental agreement is signed.
7. Any advertising for the promotion of this program, such as newspaper releases, posters, tickets, and handbills, must indicate the sponsoring agent.
8. The lessor reserves the right to refund deposits paid in advance for rental of any facilities **should the Governing Board decide the usage is not for the best interests of the lessor and cancel the use of the facility on the date or dates specified in this agreement by notifying in the following manner:** by telephone, messenger, letter to address as given above, or inserting one advertisement in a daily newspaper in Phoenix, Arizona, at any time prior to any such performance.
9. The parties agree that this contract may be cancelled for conflict of interest in accordance with ARS 38-511.
10. Liability insurance shall be provided by the Lessee and evidence of same (satisfactory to Lessor) filed with the Lessor at the time of signing this agreement. This insurance shall be provided in the minimum limits of $1,000,000 combined single limit for bodily injuries and property damage. Lessee agrees to name the district as an "additional insured" on Lessee's liability policy as respects the use of district property.
11. Lessee agrees to comply with all federal, state, and municipal laws, rules, ordinances, regulations, and orders with respect to the use and occupancy thereof. Lessee, during the term of this permit, covenants and agrees to indemnify and to hold harmless Lessor from each and every loss, cost, damage, and expense arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to the conditions of the leased premises or the use or neglect thereof by Lessee. Lessee agrees that it will pay for any unusual wear, tear, breakage, and damage to facility and/or equipment occurring from the public or principals representing the Lessee. Subsequent to use of the facility, maintenance staff will inspect the premises to determine that no unusual wear, tear, breakage, or damage was done. Should an inspection reveal damages, Lessee shall reimburse the Lessor for full costs necessary to restore facility to its condition prior to occupancy. Lessee agrees to provide necessary security protection as prescribed by Lessor.

USAGE

Date 5/27-7/22 Tuesday's Only Time: From: 6:00 a.m. or (p.m.) To: 9:30 a.m. or (p.m.)

RENT IS PAYABLE IN ADVANCE. It is understood that all rates quoted, as well as other conditions stipulated, are a part of this agreement

BASE CHARGE OF FACILLITY TO BE USED.....$ 0

ADDITIONAL CHARGES:.....$ 0

$

$

Make Check Payable to Glendale High (Name of School) TOTAL $ 0

This agreement is accepted upon the foregoing terms and conditions. Please sign and return all copies to Asst. Principal/Activities.
Glendale (Name of School) A signed copy will be returned to Lessee.

NOTE: THIS AGREEMENT IS NOT VALID AND FACILITIES WILL NOT BE MADE AVAILABLE UNTIL SIGNED BY THE ASSISTANT PRINCIPAL IN CHARGE OF ACTIVITIES AND A CERTIFICATE OF INSURANCE IS FILED WITH SAME.

For Lessor:
Glendale Union High School District No. 205

By: [signature]
Asst. Principal of Operations/Resources

For Lessee: Martin Dickey
Name of Lessee

By: Martin Dickey 4/23/14
Signature and Title

Approved as to form

Insurance Certificate Received and Expiration Date:

City Attorney

ATTEST: [signature] City Clerk