

Kennedale ISD

Facility Use
Agreement Packet



Kennedale High School:
Performing Arts Center

Facility Use Agreement Form

Event Date(s): _____

Organization Name: _____

Event Type: _____

Billing Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Event Start Time: _____

Contact Email: _____ Event End Time: _____

Contact Phone #: _____ Home Cell

Estimated number of Participants: _____

Estimated Attendance: _____

Entrance/Participation Fee Charged: Yes No

Facility Requested: Campus _____

Cafeteria	Kitchen	Baseball Field
Classroom	Gymnasium #	Softball Field
Auditorium	Indoor Facility	Tennis Courts
Wildcat Stadium	Multipurpose Room	
PAC* (Band Hall	Green Room)

***Facilities Use Request Form must be submitted to:**

Kennedale ISD Facility Operations
120 W. Kennedale Pkwy
Kennedale, TX 76060
Phone: 817.563.8015

*******DEPOSIT IS REQUIRED IN ORDER TO SECURE THE DATES.*******

Performing Arts Center (PAC)

Event: _____ Event Date: ____/____/____

***** PAC regular hours of operation are 8 AM-11 PM. All renters and patrons shall be clear of the PAC by 11 PM (this includes take down time after final performance). *****

Section I: Facilities Requested

PAC: (per day)

Performance Day \$2,500.00 Time in: _____ Time out: _____ \$ _____

Rehearsals/Load In Day \$2,500.00 Time in: _____ Time out: _____ \$ _____

Green Room \$250.00 Time in: _____ Time out: _____ \$ _____
(Not available Mon.-Fri on school weeks before 3pm)

Band Hall \$500.00 Time in: _____ Time out: _____ \$ _____
(Not available Mon.-Fri on school weeks before 3pm)

Wildcat Auditorium: (per day)

Performance Day \$1,000.00 Time in: _____ Time out: _____ \$ _____
(*With* Admission/Entrance Fee)

Performance Day \$700.00 Time in: _____ Time out: _____ \$ _____
(*Without* Admission/Entrance Fee)

Rehearsal Only \$200.00 Time in: _____ Time out: _____ \$ _____

Additional Rooms-HS \$50.00 # _____ \$ _____

Cafeteria Table Rental \$20.00 # _____ \$ _____
(per day each table)

Cafeteria Chair Rental \$5.00 # _____ \$ _____
(per day each table)

Marley Floor Rental \$100.00 \$ _____

Additional Items Requested: Additional items requested by renter in advance.

8ft Folding Table (4 Available) # _____

Microphones (8 wireless/8 wired goosenecks) # _____

Extra Trash Cans (6 included with PAC) # _____

Folding Chairs (10 Available) # _____

Dressing Room (Men) (Y/N) _____

Dressing Room (Women) (Y/N) _____

****Foyer furniture may be arranged differently by renter with PAC Manager supervision.

Section 2: Personnel Services required: Include 1 hour prior to event and 1 hour after to be added for either Supervisor or Custodian. Must always have KISD personnel in building.

Supervisor #1 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Supervisor #2 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Custodian #1 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Custodian #2 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Custodian #3 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Custodian #4 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Usher #1 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Usher #2 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Usher #3 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Usher #4 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Usher #5 Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$30 per hour/minimum (4 hrs)

Total Cost for Event (Sections 1 & 2): \$ _____

*****Sections 3 & 4 are required but are to be paid by the event organizers at the conclusion of the event. These costs are *not* figured into the Total Cost For Event. *****

Section 3: Security Officers: *A Police Officer is required at all events. Depending on size of event, additional officers may be required by KISD. Officers are to be paid at the conclusion of the event by the event organizers.*

_____ Officer(s) Time in: _____ Time out: _____ = _____ Hrs \$ _____
\$60 per hr/minimum (4 hrs)

Section 4: Technicians: *Technicians are needed to run KISD equipment. They will be scheduled by KHS Theater Director. Technicians will be paid at the conclusion of the event by the event organizers.*

Tech #1
\$15 per hr/minimum (2hrs) Time in: _____ Time out: _____ = _____ Hrs \$ _____

Tech #2
\$15 per hr/minimum (2hrs) Time in: _____ Time out: _____ = _____ Hrs \$ _____

Tech #3
\$15 per hr/minimum (2hrs) Time in: _____ Time out: _____ = _____ Hrs \$ _____

Tech #4
\$15 per hr/minimum (2hrs) Time in: _____ Time out: _____ = _____ Hrs \$ _____

********* There shall be no set-up, rehearsals, or performances on School Days before 3pm in the PAC without prior approval (48 hrs notice) from the PAC Manager. *********

Time Light and Sound Tech Needed onsite: _____

Time to set-up on Day 1 (not before 8 AM): _____

Time(s) for Rehearsals prior to performance: _____

Start Time for Performance (single performance): _____

******This form is required for each day of rental use. ½ of total rental cost for event is due as deposit when event is scheduled, remaining balance is due 14 calendar days prior to event. Any excess in time and/or services will be billed in arrears.

Kennedale ISD Facility Usage (Non-KISD Organizations) Administrative Procedures

Fees:

All organizations will be required to pay fees for the use of any KISD facility. Approved non-profit groups will pay a usage fee to cover utility costs and fees for custodial and supervisory services. Groups that are not approved for a fee waiver will pay the full rental fee, in addition to other supervisory, custodial, and personnel fees according to the facility rented.

Approved Rental Fee Waiver Organizations:

Groups and organizations that may be eligible for facility use with no rental fees are listed below. These groups will still be required to pay a usage fee to cover utility costs and any supervisory or custodial fees, as appropriate.

The decision to waive the rental fee is made on a case-by-case basis when a **Facility Use Agreement Form** is submitted. Receiving a waiver from the rental fees for use does not guarantee that the rental fee will always be waived for that group/organization. The Superintendent or designee will determine which groups or organizations are eligible for the facility use under this category.

- Groups/organizations within KISD district boundaries defined as school-support organizations or that are composed primarily (approx. 90%) of KISD students, such as:
 - ◆ PTA's
 - ◆ Booster Clubs
 - ◆ Employee Organizations

Cancellations:

KISD reserves the right to cancel any event due to KISD campus emergency or inclement weather. The district will work to reschedule the event with the organization that is agreeable to both parties. If no date is available, any monies received for services that were not used will be refunded to the organization.

Staff Services:

Except as provided for in the **Facility Use Agreement Form** for specific facilities, custodial and/or maintenance services shall be at the rate of \$30.00 per hour. There will be two (2) hours added to the time reserved for custodial and supervisory costs to prepare and clean up the facility. Supervisory services shall be at the rate listed on the **Facility Use Agreement Form**.

Security Staff:

Security Staff is required on all non-KISD rentals. Officers are paid \$60.00 an hour. A minimum of 4 hours is required. Payment will be paid directly to the officers at the end of the event.

Concession Stands:

When a concession stand is requested, district organizations shall have the right to operate the concession stand and keep all proceeds from the sale of items. If no KISD organization is available to run concession, rental organization will be allowed to have their own Concession Stand. A table(s) will be provided, but only prepackaged items (chips, candy, bottled water, etc.) can be sold. Bringing in Concession equipment is **not allowed**.

Fees Due:

A 50% deposit shall be made when the **Facility Use Agreement Form** is submitted. The balance of all rental, usage and/or service fee (supervisory, ushers, custodial, etc.) is due a minimum of two (2) weeks prior to the scheduled event. Complete payment must be made prior to the event.

If an event lasts longer than the time that was specified in the **Facility Use Agreement Form**, the organization shall be charged for all additional time and all associated service fees. (Supervisory, custodial, ushers, etc.)

Failure To Pay:

Failure to pay fees may result in legal action to allow KISD to recapture the agreed-on fees and any allowable legal expenses.

Liability Insurance:

Organizations are required to provide proof of current liability insurance, with "Kennedale ISD, its officers, employees and agents" named as an additional insured with the minimum coverage amounts stated in the Liability Insurance Requirement Addendum. Reservations will not be considered complete until the Certificate of Insurance has been received by Kennedale ISD.

KISD Performing Arts Center Use Rules

Sponsors of organizations which use the Kennedale ISD Performing Arts Center (PAC) are responsible for reading the following rules and communicating them to their students, parents, and audience members as appropriate. Please sign at the bottom of this page and return a copy with the Facility Use Agreement Form

1.) The sponsoring organization is responsible for the following:

- ❖ **2 Ushers are required for the event.** More may be required by KISD depending on the event size.
- ❖ Chaperones for students/children (**A minimum of 20:1 is required.** They will need to be actively supervising the students, not sitting in the audience)
- ❖ Concession workers if appropriate.

2.) Sponsoring organization's staff is responsible for their students and their patrons.

3.) The sponsoring organization is liable for remaining within safe occupancy limits.

4.) Participants and audience members will not be admitted to enter the PAC until the sponsoring teacher(s)/administrator(s) is/are present.

5.) Audience must remain in the lobby until the sponsoring organization's **House Manager** requests that the doors be opened **no more than 30 minutes prior to the event.**

6.) The PAC student technicians are responsible for operating the lighting, sound, and stage equipment in the PAC. Organization sponsors shall direct all concern regarding student technicians to the assigned supervisor.

7.) The sponsoring organization's **House Manager** is responsible for the following:

- ❖ Indicating when the house is ready for a performance to be begin.
- ❖ Supervising ushers, concession workers, security, parking, and other house personnel during the entire event.
- ❖ Indicating intermission times.
- ❖ Communicating with the PAC staff and technicians.

8.) The sponsoring KISD Teacher(s) and/or Administrator(s) must remain on site until all student participants have left the PAC.

9.) Food, drinks and chewing gum are not allowed in the auditorium at any time. Ushers should remain posted at each door of the Auditorium to enforce this rule.

10.) Aisles shall be used only as passageways and shall be always kept unobstructed.

11.) Glitter, confetti, or any similar decoration is not allowed in the PAC.

12.) Helium balloons are not allowed in the Auditorium, except on stage as part of a production, and subject to prior approval.

13.) Nothing may be attached to the arms of the aisle seating.

14.) Any equipment, instruments, scenery, props, costumes, concessions, or other event related items must be removed from the premises by the final stated facility lock down times.

15.) If tape is needed to mark the stage, appropriate stage tape may be used. Any other type of tape may not be used without approval of KISD. No tape is allowed on walls, floors, or doors. Fees will be charged for damage.

16.) Contracted time limits shall be strictly observed. Rental organizations must clear the stage and backstage area within the rental hour, or an additional fee may be charged.

17.) Prior approval must be given by KISD before signs, banners, and/or pennants are erected, and they shall not deface the property. In no event shall signs, banners and/or pennants be in place more 1 hour prior to the rental/use period, nor more than 1 hour after the rental/use period.

18.) Children shall be always supervised and remain in their assigned area(s).

- 19.) Vehicles shall be parked in designated parking spaces only. Vehicles not in parking spaces and/or blocking entrances, exits or driving paths are subject to towing. It is the responsibility of the contact person to ensure that patrons know the rules.
- 20.) The use of tobacco, alcoholic beverages or drugs is illegal and strictly forbidden on all KISD property. It is the sponsor's responsibility to report any violations to the Kennedale Police Dept. officer on duty. If the violator is a student, it is the responsibility to also notify KISD of the violation.
- 21.) Animals are not permitted in the PAC, except for persons with disabilities or when associated with a performance, subject to the approval of KISD.
- 22.) The building shall be left in a neat and orderly condition. All user groups shall be held responsible for reimbursing the cost of the damage, loss, or excessive cleaning charges incurred through their use of the facility. Losses or damages may result in the loss of privilege of future use.
- 23.) All activities shall be orderly and lawful and not of the nature to incite others to disorder. Reasonable security arrangements, as determined by KISD, shall be provided appropriate to the type of event for which the facility has been contracted.
- 24.) The number of participants may not exceed the authorized capacity of the facility.
- 25.) Participation shall not be restricted for reasons of race, religion, sex, creed, national origin, sexual orientation, or disabilities.
- 26.) Organizations shall comply with all federal, state, and local laws, regulations, and licensing requirements.
- 27.) Events lasting more than 2 hours consecutively, must have an intermission and must make arrangements for the technicians and facility staff to go to the restroom or get a drink if necessary.
- 28.) Events lasting longer than 4 hours consecutively, (not counting restroom breaks) must make arrangements so that the technicians and facility staff have the opportunity to eat.
- 29.) Groups must bring their own clearly marked extension cords, power strips, and all office supplies.
- 30.) Multi-day events must allow a minimum of 9 hours between one evening's end time (door/building locked by KISD personnel) and the following morning's beginning time when doors are opened by KISD personnel.

The event sponsor will be notified of infractions and given opportunity to correct issues. However, the PAC staff is fully within their rights to refuse to continue the event until infraction(s) are corrected. If a resolution is not reached in a timely manner, PAC staff is authorized to end the event. Billing will continue until all event equipment, personnel and audience have left the facility. It is the responsibility of the event sponsor to interact with their guests and any issues of reimbursement or restitution.

I have read the above rules for the use of KISD Performing Arts Center, and I agree to all provisions contained therein.

Organization Contact _____ Date: _____

Campus Administrator _____ Date: _____
(Campus Organization)

KISD Performing Arts Center

Non-District Facility Use Agreement

This agreement is a license to use the Performing Arts Center (PAC) in the Kennedale Independent School District (KISD) for the purpose of the performance conditions set out herein and the payment of the fees as set forth.

The undersigned USER understands that KISD facilities are reserved each day and at all times for use by KISD students and the USER is granted only a license to use the facilities for such a period as the facility is not scheduled for use by KISD.

Conditions of granting license for use:

- 1) USER agrees to use the facility at the times and for the purpose to meet all KISD requirements set out herein and to the payment of set fees.
- 2) Use of the KISD facility is conditioned upon requirements set out in the policies and regulations of KISD governing facility use, each of which policy and regulation is incorporated in this license agreement.
- 3) USER agrees to comply with all applicable policies and regulations of KISD and laws and regulations of the City of Kennedale, the State of Texas and of the United States.
- 4) Limitations on KISD responsibility:
 - a) The facility is licensed for use in its current AS IS, WHEREAS condition, subject to all faults and defects, whether known or unknown to KISD or USER.
 - b) Interruption or loss of use of the facility based on such events such as adverse weather, loss of utilities, acts beyond the control of KISD, negligence or other action or inaction by KISD or its officers and employees or other similar causes shall not cause any liability to KISD other than a refund of any fees paid to KISD for the use of the facility at the time scheduled, subject to a deduction by KISD for expenses actually incurred prior to the interruption or loss of use.
- 5) Only the uses permitted by KISD in this agreement shall be conducted on the KISD facility. The USER may bring in only the personal property specifically permitted by KISD.
- 6) In the event USER cancels the use of the facility, USER will be entitled to a refund of 75% of the fee paid for the planned use if such cancellation is received 48 hours prior to the planned event. If KISD has incurred expenses, the expenses incurred will be deducted before any fees are refunded.
- 7) In the event that the district cannot secure the custodial or technical staff necessary for the use of the facility, KISD reserves the right to cancel the existing contract with a 30-day notice.
- 8) USER will indemnify and hold harmless KISD and its officers, agents, and employees from all claims, causes of action and judgments for the injury or death of any person or damages to property that arise, directly or indirectly, from the intentional or negligent act or omission of the USER or the officers, agents, employees, guests or invitees of USER during the use or occupancy of KISD facilities by USER.

Name of USER (group): _____

Authorized representative (contact):

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: (_____) _____

Accepted by KISD Representative: _____ Date: _____

Kennedale ISD
Mandatory Liability Insurance Coverage

User group(s) shall purchase, provide and keep in effect during the use period licensed pursuant to this regulation a liability insurance policy, or rider to an existing policy, naming as additional insured “Kennedale Independent School District, its officers, employees and agents,” which will provide coverage in the minimum amount of \$500,000 for property damage and \$1,00,000 per person and \$1,00,000 per occurrence for personal injury (including death). Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that result, directly or indirectly, from intentional or negligent act or omission of user’s officers, agents, employees, guests, or invitees during the use or occupancy of District. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the district and provided no later than 14 calendar days prior to the use. The User must provide the district with a certificate of insurance attesting the existence of a policy or policies providing coverage required, or, if requested by the district, a certified copy of the policy or policies. If a policy contains deductible provisions, user shall be responsible for payment of the deductible amount for any claim(s). Failure to provide such proof of insurance will result in the cancellation of the event and no refund of fees will be given to the user.

Note: No reservation is considered complete until the Certificate of Insurance has been received. The signature below states that you understand and accept the responsibility to provide proper insurance.

Organization Contact signature: _____

Date: _____