

**LIBERTY CHRISTIAN SCHOOL
RENTAL AGREEMENT**

This RENTAL AGREEMENT is entered into by and between Liberty Educational Ministries, Inc., dba Liberty Christian School, herein after referred to as LCS, a private school with its Administrative offices located at 1301 South Hwy 377, Argyle, Texas 76226, and

_____, hereinafter referred to as Renter, at
(Street Address)_____,
(City)_____, (County)_____, (State)_____.

COMMUNITY USE OF SCHOOL PROPERTY

Whereas, the Board of Trustees is aware of the large capital investment in its facilities and its responsibility to the LCS community, the Board has committed to make the facilities available for community use. It is the intention to make the facilities available after all school needs have been satisfied. Community use of LCS facilities is intended to (1) promote school related activities for the benefit of LCS students, (2) promote civic organizations in the community. In order to help defray operational costs, all groups and individuals are subject to the same criteria as set forth in this agreement and related fee schedule.

ARTICLE ONE GENERAL

1.1 The terms and conditions, regulations and fee schedule stated herein, or attached hereto, apply uniformly to all organizations, groups, leagues, businesses, entities, etc. seeking to utilize LCS property, except those whose program or event directly benefits LCS curricular, co-curricular or extracurricular activities (parent teacher organizations, booster clubs, etc.)

An LCS parent who wants to rent the Facility and whose program is for school-age children and involves primarily LCS students will be charged a discounted rate as shown on the Rate Schedule.

Other groups such as Boy Scouts, Girl Scouts and YMCA (which directly relate to LCS students) will be given a discounted rate on events held at the LCS campus. Boy Scouts and Girl Scouts will not be charged a building fee for reoccurring weekly/monthly/ meetings if either of the following criteria is met:

- 1.) Meetings take place before 8 p.m. on weekdays.
- 2.) No climate control and/or set-up is required.

1.2 Pursuant to 1.1 above, LCS, at its discretion, will waive a damage deposit for an organization. LCS, at its discretion, may also waive the administration fee, building use fee, custodial fee, and supervisor fee. For all other renters, a refundable damage deposit of \$250.00 is required. In the case of consecutive uses (daily, weekly, bi-weekly, monthly, bi-monthly, etc.) a single damage deposit of \$250.00 will be required to cover the scheduled events. If at some point in the schedule, LCS discovers damage caused by Renter, the balance of the damage deposit must be replenished to \$250.00. If there is no damage to the facility, field or equipment, the entire deposit will be returned 30 days after the last scheduled event.

1.3 Special or additional charges may apply when the requested use will produce a large crowd, require use of most of a building or create a need for additional LCS and/or security personnel. These additional charges are determined at the discretion of LCS on a case-by-case basis. These charges, if any, are set forth on the attached fee schedule.

ARTICLE TWO
TERMS AND CONDITIONS

- 2.1 If Renter desires to have concessions during an indoor event, Renter must note this on the application form. Depending upon event site, Renter may be required to pay a base concession fee based on an hourly rate to be determined once the anticipated event attendance is verified.
- 2.2 If Renter desires to have concessions during an outdoor event, Renter must note this on the application form and is subject to a concession fee based upon anticipated attendance.
- 2.3 Excluding high school game fields, outdoor playing fields at LCS facilities, when not in use for school related activities, are available to rent for non-school use on a first-come, first-served basis.
- 2.4 If this Agreement includes the use of a kitchen, additional fees apply. Prior arrangements must be made through the Facilities Department. Only approved LCS employees may operate kitchen equipment.
- 2.5 Renter may not sublet or assign this Rental Agreement.
- 2.6 LCS reserves the right to immediately cancel this Agreement, without refunding any monies during the use period, if the conduct of Renter or anyone associated with Renter violates local, state, or federal laws, or any portion of this agreement.
- 2.7 If Renter cancels no less than 15 school days before the event, LCS will refund the Renter 70% of the fees paid. If Renter cancels no less than 10 school days before the event, LCS will refund Renter 45% of the fees paid. If Renter cancels no less than 3 days before the event, LCS will refund Renter 10% of the fees paid.
- 2.8 LCS will pursue all remedies at law, including criminal prosecution, if a check is returned for insufficient funds. A \$35.00 return check fee will be assessed.
- 2.9 If this request is for the Auditorium, the following applies:
- a. A mandatory walk-through with LCS personnel is required and LCS personnel will determine:
 1. The number of technicians required to work the event (light, sound and stagehand).
 2. If the existing lighting and sound system must be altered.
 3. The number of dressing rooms needed.
 4. Any other specific needs.
 - b. When light, sound or stagehand technicians are required for an event, separate fees apply for each technician. LCS will determine the need for technicians. A technical supervisor is also required at the rate set forth by LCS.
 - c. Only LCS technicians are approved to operate LCS equipment.
 - d. Should the Auditorium lighting pattern be required, other than the basic preset pattern, there will be a charge to set another pattern and to return to the basic preset pattern at a rate of \$50 per hour per required technician.

e. LCS does not provide microphones, light gels, music stands or any other supplies.

ARTICLE THREE LCS DISCLAIMERS

3.1 LCS is under no obligation to maintain, repair and/or improve LCS owned property (both real and personal) for the benefit and use of Renter.

3.2 LCS MAKES NO REPRESENTATIONS REGARDING THE SAFETY AND/OR SUITABILITY OF LCS PROPERTY IN RELATION TO RENTER’S INTENDED USE OF SAID PROPERTY.

3.3 LCS reserves the right to cancel Renter’s use.

ARTICLE FOUR

LICENSEE’S PROMISES AND REPRESENTATIONS

4.1 The person executing the application form and Rental Agreement on behalf of Renter is legally authorized to execute this agreement on behalf of Renter.

4.2 Renter accepts full responsibility for, and will reimburse LCS for, damage caused to LCS property and any property located in or on LCS property resulting from or in any way connected with Renter’s use of LCS property.

Initial Here _____

4.3 Renter agrees to indemnify and hold harmless LCS and Integrity Park, Inc., its officers and employees from any claim for loss of life, bodily injury, or damage to property suffered by a participant, sponsor, spectator, visitor, or any other person that is in any way connected with Renter’s use of LCS property.

Initial Here _____

4.4 Renter shall secure and maintain, at its expense, during its use of LCS property, commercial general liability insurance with a company licensed by the State of Texas. A Certificate of Insurance shall be furnished to LCS. The certificate shall show on its face the following:

Commercial General Liability (Occurrence Form)

| | |
|--|-------------|
| General Aggregate (Other than Prod/Comp Ops Liability) | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal & Advertising Injury Liability | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Abuse & Molestation | \$1,000,000 |

- Liberty Educational Ministries, Inc., dba Liberty Christian School named as Additional Insured and Certificate Holder.
- Waiver of Subrogation in favor of Liberty Educational Ministries, Inc., dba Liberty Christian School.

Worker’s Compensation and Employer’s Liability

| | |
|---------------------------|---------------------------|
| Workers’ Compensation | State Statutory Limits |
| Employer’s Liability | |
| Bodily Injury by Accident | \$1,000,000 each accident |

| | |
|--------------------------|---------------------------|
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |

- Liberty Educational Ministries, Inc., dba Liberty Christian School named as Additional Insured and Certificate Holder.
- Waiver of Subrogation in favor of Liberty Educational Ministries, Inc., dba Liberty Christian School.

Automobile Liability

- Liberty Educational Ministries, Inc., dba Liberty Christian School named as Additional Insured and Certificate Holder.
- Waiver of Subrogation in favor of Liberty Educational Ministries, Inc., dba Liberty Christian School.

Umbrella Liability

Each Occurrence and Aggregate (following form coverage) \$1,000,000

All coverages above must be placed with an insurance company with an A.M. Best rating of A or better.

Please supply certificate within 20 days, prior to the scheduled event, to Liberty Christian School. Failure to supply certificate within 20 days prior to event will result in cancellation.

4.5 Renter accepts responsibility for overseeing and controlling participants, sponsors, spectators and visitors that are in or on LCS property as a result of or in connection with Renter’s use of LCS property. The following rules must also be enforced by Renter at all times:

- a. Smoking and the use of tobacco products is prohibited on LCS property.
- b. Possession and/or use of alcoholic beverages is prohibited on LCS property.
- c. Firearms, knives and weapons of any sort are not permitted on LCS property.
- d. Food and drinks may only be consumed in the cafeteria.
- e. Participants, sponsors, spectators and visitors may not walk through or use any other part of a building or its grounds other than that specifically described in this agreement. The restrooms nearest the area described are also allowed with use of that facility.
- f. No LCS displays shall be touched or moved.
- g. Furniture and/or equipment (desk, file cabinet, copier, etc.) shall not be moved without written permission from the site you are renting. LCS personnel will return all items approved to be moved to their original location. The fee to perform this task will be calculated at the same hourly rate as the event.
- h. Renter is responsible for providing any emergency safety and health equipment necessary for event.

4.6 Renter agrees to pay for necessary personnel of the fire and/or police force, as required and/or recommended by the Town of Argyle or LCS to control large crowds and/or provide security. This will be determined on a case-by-case basis.

4.7 Renter shall be solely responsible to provide auxiliary aids and services necessary to allow the full use and enjoyment of the public facility for participants with disabilities in accordance with the Texas Human Resources Code 121.003.

- 4.8 Renter agrees to reimburse LCS for the cost of its personnel deemed by LCS as necessary to open and close a facility, clean after an event, and to be present during the activity on behalf of LCS. The fee for LCS personnel is set forth on the attached Schedule of Fees. LCS has sole authority to determine how many LCS personnel will be needed. In this connection:
- a. It is possible that events/activities taking place between 4:00 p.m. and 8:00 p.m. on regular school days may not require custodians if (1) only a small amount of trash or debris remain after the use, (2) the area used does not require set-up, arranging or take-down of tables and chairs and (3) the area used does not require mopping or sweeping after the use. Otherwise, the expense of custodians to perform such services will be borne by Renter as described in the attached Schedule of Fees. LCS reserves the right to seek payment from Renter if it determines that additional personnel are needed to clean up after Renter's use. If payment is not received within thirty (30) days from receipt of a LCS invoice, Renter may be banned from using LCS facilities for any purpose and LCS may retain the damage deposit and pursue its legal remedies against Renter.
 - b. Events/activities taking place after 8:00 p.m. on regular school days and events taking place on weekends automatically require the services of LCS personnel. Renter will pay for these services in advance and in addition to the building fees. If payment is not received, the event will be canceled. If, after the event, LCS incurs expenses beyond the amount estimated, LCS reserves the right to seek payment from Renter. If payment is not received within thirty (30) days from receipt of a LCS invoice, Renter may be banned from using LCS facilities for any purpose and LCS may retain the damage deposit and pursue its legal remedies against Renter.
- 4.9 Renter further will abide by the direction of any LCS employee assigned to facilitate the event/activity in the facility being used.
- 4.10 Renter will pay for all fees either with (1) a check, or (2) cashier's check, or (3) a money order no less than thirty (30) days before the event. The check shall be made out to Liberty Christian School and in addition, a properly endorsed Insurance certificate must be submitted at this time. A reservation is automatically canceled when payment and/or Insurance is not received twenty (20) days prior to the event, and a cancellation notice will be sent.
- 4.11 Renter shall reimburse LCS for any charges incurred as a result of a false fire and/or security alarm caused by a participant, sponsor, or spectator or any other person that is present on LCS property in connection with Renter's use of LCS property.

ARTICLE FIVE GENERAL USE REGULATIONS

- 5.1 Renter agrees that its meetings, events or activities held on LCS property shall not:
- a. Conflict with LCS's Christian beliefs and Mission Statement, or advance any doctrine or theory that threatens destruction of LCS property or disruption of LCS functions.
 - b. Advocate the use of violence to promote social or political change.
 - c. Present lectures, musicals, or productions of any kinds that, in the judgment of LCS or designee, violate the local community's sense of decency.

- 5.2 When LCS personnel are required to work an event/activity, Renter will utilize the Checkin/Check-out Form (see attached sample) with LCS personnel assigned for the event/activity.
- 5.3 If using the cafeteria, Renter may use the cafeteria tables and chairs housed in the building. Renter may not use any other LCS property unless specific arrangements have been made in advance and in writing with the site you are renting. This includes, but is not limited to, the public announcement system. Renter shall provide its own floodlights, projectors, TV's, VCR's, musical instruments, stereos, microphones, physical education or athletic equipment.
- 5.4 No room decorations (including flags) shall be removed from any building, room or facility.
- 5.5 Renter's decorations shall be made of fireproof materials in compliance with state and local ordinances. Decorations shall not damage the facility in any manner and shall be completely removed by Renter at the end of the event. Candles, fireworks, fog machines, or any kind of items that make sparks or smoke are strictly prohibited and are not to be used. The use of LCS ladders or lifts is **not** permitted.
- 5.6 Use of any LCS facility (buildings, practice fields, etc.) requires adult supervision. Renter shall provide one adult, 21 years older, for each 35 people participating in the event/activity and one adult for each 100 spectators.
- 5.7 The fee paid for the use of a gymnasium does not include use of the concession area or the athletic locker rooms.
- 5.8 Only rubber soled shoes shall be allowed on gymnasium floors and Renter shall take every reasonable measure to see that gymnasium floors are protected by using mats under tables and/or chairs and removing dirt, mud, sand, and water from shoes before stepping onto gym floors.
- 5.9 If the alarm system sounds while Renter is in an LCS building, Renter is responsible for evacuating all of its participants, visitors, etc. immediately and may not re-enter the building until given permission by LCS personnel and the Fire/Police department.

ARTICLE SIX GOOD FAITH ESTIMATE OF FEES

ARTICLE SIX GOOD FAITH ESTIMATE OF FEES

| Athletic Fields | UNIT | Est. Time | Est. Total |
|----------------------------------|-------------|------------------|-------------------|
| Tennis Courts (1 hr. min) | | | |
| No Lights | 20/hr. | | |
| With Lights | 30/hr. | | |
| Scoreboard (Tech Required) | /Event | | |
| Stadium (2 hr. min) | | | |
| Practice- no lights | 200/hr. | | |
| Practice- with lights | 300/hr. | | |
| Game- no lights | 200/hr. | | |
| Game- with lights | 300/hr. | | |
| Scoreboard (Tech Required) | 150/Event | | |

I have read, understand and agree with the LCS Rental Agreement. I will comply with and uphold all of its requirements as stated herein or attached hereto.

Executed this _____ day of _____, _____.
Date Month Year

Renter's Authorized Agent (please print)

Title

Renter's Authorized Agent – Signature

LCS Authorized Agent (please print)

Title

LCS Authorized Agent – Signature

EVENT CHECK-IN FORM

Facilities: _____ Event Code: _____
 Organization: _____ Date of Event: _____
 Event Name: _____ Event Hours: _____
 Organization Contact : _____

I am your LCS Site Supervisor _____ Check in Time: _____

NOTE: Failure to complete the Check-In/Check-Out Form with your LCS Site Supervisor could result in you being liable for items not noted on this form prior to your event.

1. Please check the areas that are listed on your Rental Agreement:

| | CLEAN | | Any Damage | | Explain |
|-------------------|-------|----|------------|----|---------|
| | Yes | No | Yes | No | |
| Assembly | Yes | No | Yes | No | _____ |
| Black Box Theater | Yes | No | Yes | No | _____ |
| Band Room | Yes | No | Yes | No | _____ |
| Commons | Yes | No | Yes | No | _____ |
| Commons B | Yes | No | Yes | No | _____ |
| Cafetorium | Yes | No | Yes | No | _____ |
| Drama Room | Yes | No | Yes | No | _____ |
| Gym (Lg.) | Yes | No | Yes | No | _____ |
| Gym (Sm.) | Yes | No | Yes | No | _____ |
| Navy Room | Yes | No | Yes | No | _____ |
| Restrooms | Yes | No | Yes | No | _____ |

2. Please check all equipment being used:

| | Ready for Use | | Any Damage | | Explain |
|--------------|---------------|----|------------|----|---------|
| | Yes | No | Yes | No | |
| Sound System | Yes | No | Yes | No | _____ |
| Lights | Yes | No | Yes | No | _____ |

3. Please check the requested setup:

| | Ready for Use | | Any Damage | | Explain |
|--------|---------------|----|------------|----|---------|
| | Yes | No | Yes | No | |
| Tables | Yes | No | Yes | No | _____ |
| Chairs | Yes | No | Yes | No | _____ |
| Risers | Yes | No | Yes | No | _____ |

4. Please note anything of concern or in question:

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Signatures:

Renter: _____ Time: _____ Date: _____

LCS Staff: _____ Time: _____ Date: _____

Pre Event Hours: _____

Event Hours: _____ Post Event Hours: _____

EVENT CHECK-OUT FORM

1. Please check the areas that are listed on your Rental Agreement:

| | CLEAN | | Any Damage | | Explain |
|-------------------|-------|----|------------|----|---------|
| | Yes | No | Yes | No | |
| Auditorium | Yes | No | Yes | No | _____ |
| Black Box Theater | Yes | No | Yes | No | _____ |
| Band Room | Yes | No | Yes | No | _____ |
| Commons | Yes | No | Yes | No | _____ |
| Commons B | Yes | No | Yes | No | _____ |
| Cafeteria | Yes | No | Yes | No | _____ |
| Drama Room | Yes | No | Yes | No | _____ |
| Gym (Lg.) | Yes | No | Yes | No | _____ |
| Gym (Sm.) | Yes | No | Yes | No | _____ |
| Navy Room | Yes | No | Yes | No | _____ |
| Restrooms | Yes | No | Yes | No | _____ |

2. Please check all equipment being used:

| | Ready for Use | | Any Damage | | Explain |
|--------------|---------------|----|------------|----|---------|
| | Yes | No | Yes | No | |
| Sound System | Yes | No | Yes | No | _____ |
| Lights | Yes | No | Yes | No | _____ |

3. Please check the requested setup:

| | Ready for Use | | Any Damage | | Explain |
|--------|---------------|----|------------|----|---------|
| | Yes | No | Yes | No | |
| Tables | Yes | No | Yes | No | _____ |
| Chairs | Yes | No | Yes | No | _____ |
| Risers | Yes | No | Yes | No | _____ |

4. Please note anything of concern or in question:

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5. Did the LCS on-site Supervisor perform their duties?

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Date: _____ Time: _____ Time Event Held: _____

Renter's Signature

Please turn off all Lights.
Please turn all paperwork back into LCS to be sent to Rental/Utilities Coordinator.

LCS USE ONLY

Did the Group abide by the LCS Rental Agreement?

-

LCS Staff: _____ Date: _____

Time Event Held: _____ Custodial Hours: _____

Supervisor Hours: _____