

STATE OF TEXAS
COUNTY OF CHEROKEE

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**ALTO INDEPENDENT SCHOOL DISTRICT
FACILITY USE AGREEMENT**

The Alto Independent School District (hereinafter, the District), agrees to let _____ (individual, group or organization) (hereinafter the User), use the _____ on _____ the _____ day of _____, 20_____, between the hours of _____ and _____, subject to the following conditions:

1. That the User pays \$_____ (rental fee) and \$_____ (deposit) a total of \$_____. The deposit is refundable if the premises are restored to the original condition, including picking up of trash, dragging the field when needed, etc. and the condition is satisfactory to the Superintendent or designee. **PAYMENT OF USAGE FEE AND DEPOSIT MUST BE MADE TO THE _____ WHEN THE AGREEMENT IS SIGNED, BUT AT LEAST _____ DAYS IN ADVANCE OF THE USE OF THE FACILITY.**
2. The number of persons anticipated to participate in the event at the school district facility on each date of use is _____.
3. That the User will also pay a charge as set forth herein per hour, for school personnel needed in connection with the use of its facility. The District will determine the need and extent of service required for security, maintenance and custodial services. The charges for personnel are as follows:
 - a. School Supervisor \$_____/hour
 - b. Maintenance Worker \$_____/hour
 - c. Custodial Worker \$_____/hour
 - d. Security Personnel \$_____/hour
 - e. Other cost(s) \$_____/hour

*****THESE PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE*****

4. That the User will use the facility for the purposes consistent with law and only as follows:
 - a. The field will not be used for games;

- b. Only the non-contact drills and practices may run on the field;
 - c. _____
 - d. _____
5. Identify special equipment or assistance as needed. (The District will provide equipment and/or assistant if the equipment and/or assistance is available.) _____
- _____
6. The District may cancel a scheduled non-school use if an unexpected conflict arises with a District activity.
7. That the District may revoke its permission to use the facility at any time it is determined that a group's use damages or threatens to damage school property or violates board policy, administrative regulations or any formal directive from the District.
8. That the User will not allow the possession or use of alcohol, firearms, illegal drugs, or the possession or use of tobacco products, on District property.
9. That the User accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to the buildings, equipment, or other school property used by the User.
10. That the District shall determine which school facility, if any, best suits the needs of the intended use.
11. That the User assumes full responsibility for the conduct of any and all persons using the facility as well as their invitees during the usage.
12. That the User hereby agrees to assume all liability and hold harmless and indemnify the District, its Trustees, employees, and agents from any and all liability arising out of the User's use of District facilities.
13. That the User will furnish acceptable evidence of liability insurance coverage issued by a licensed Texas insurance carrier in good standing for the event and shall name the District as an additional insurance party on the policy as specified by the District. The actual policy of insurance must be fully issued, endorsed and delivered to the office of the Superintendent, without conditions, at least five (5) days prior to the date of the intended use and must extend coverage through all intended dates of use of school facilities.
14. The signed Facility Use Agreement, accompanied by the required usage deposit and full usage payment must be received and accepted by the District at lease (5) full school business days

prior to the usage date requested. The District will not accept any agreements with unilateral changes made by the User.

15. The User acknowledges that the District possesses sovereign immunity from suit and from liability and that nothing contained herein waives or limits that immunity in any way.
16. District policy governs the distribution of non-school literature at school district facilities. No written or printed material, handbills or other visual or auditory materials not sponsored by the District may be sold, circulated, distributed or posted on any school district premise, except in accordance with district policy available from the administration.
17. That all information requested must be in a form acceptable to the District. Failure to provide adequate information will delay or prevent usage of school facilities.

THE UNDERSIGNED, INDIVIDUALLY AND/OR AS THE AUTHORIZED REPRESENTATIVE OF THE ORGANIZATION LISTED BELOW AGREES TO COMPLY WITH THE TERMS OF FACILITY USE AGREEMENT AND OF ALL ADDITIONAL TERMS SET FORTH IN SCHOOL DISTRICT POLICY, PROCEDURES AND GUIDELINES.

Executed on the _____ day of _____, 20_____.

Name _____

Position _____

Organization _____

User _____

Name _____

Position _____

FOR ALTO INDEPENDENT SCHOOL DISTRICT