

FACILITY RENTAL PACKET

HOW TO MAKE FACILITY RENTAL ARRANGEMENTS

Read carefully, and return completed APPLICATION/RENTAL AGREEMENT TO USE FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT FACILITIES to:
FRIENDSWOOD I.S.D. Facilities Management Office c/o Maricruz Castellanos 400 Woodlawn Suite D Friendswood, TX. 77546
When you submit the Packet to the Facilities Manager, submit specific details, such as: dates, times, facility, area(s), special equipment needs, security needs, etc.,
The applicant must be an adult resident of the Friendswood Independent School District. No prior plans should be made for facilities usage until the applicant has secured a signed approval application/agreement form.
Groups must show evidence of liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate with the Friendswood Independent School District listed as additional insured and waiver of subrogation. <i>View sample form enclosed</i>
Nonprofit Status Verification Requirements . All 501 (c) (3) nonprofit organizations, <i>shall</i> provide a copy of their letter of determination from the IRS and a copy of their 501 (c) (3) paperwork as part of this application. <i>View sample form enclosed</i>
*NOTE: Application/Agreement, Certificate of insurance-COI, and the IRS Letter of Determination-501(c)(3) must be in the same name of the organization renting the facility.
Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis. Academic and extracurricular activities sponsored by the District will always have priority when any use is scheduled.
Friendswood Independent School District reserves the right to reject any requests not in the best interest of the District.
Once your Packet has been reviewed and approved, a copy will be returned to you along with a Facility Rental Fee Sheet for applicable fees pertaining to your rental agreement requirements.
Your payment is due to the Facilities Manager at least 10 days before the scheduled event. A damage deposit of \$100.00 is required prior to the use of the facilities. If no damage is evident following the use of the facility, the deposit would be refunded or credited toward any additional charges.
Please contact us should you have any questions at 281-996-2582 or email us at mcastellanos@fisdk12.net



Friendswood Independent School District APPLICATION/RENTAL AGREEMENT TO USE F.I.S.D. FACILITIES

				RE	NTAL I.D. №		
NOIT	ORGANIZATION					TODAY'S DA	TE
ORMA:	CONTACT			NUMBER		ALTERNATE NUMBER	
CONTACT INFORMATION	ADDRESS		CITY			STATE	ZIP CODE
CONT	EMAIL ADDRESS	FAX NUMBE	ER		NON PROFIT ORGA	NIZATION? NO	
z	EVENT DESCRIPTION				ANTICIPATED # OF		S
MATIO	FACILITY				ROOM/AREA		
EVENT INFORMATION	EVENT DATE(S) REQUESTING				START TIME(S)		END TIME(S)
EVE	ADDITIONAL REQUEST/REQUIREMENTS, SPECIA	L EQUIPMEN	IT?	SPECIAL	EQUIP.CHARGE	SECURITY R	EQUIRED?
	PURPOSE OF RENTAL			TOTAL (CHARGES	1	DATE PAID
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	AGREEMENT. and date:						
AUT	HORIZED REPRESENTATIVE: APPLICANT ORGANIZATION	<u>.</u>			applicant representative	orint name and da	te

Administrative Officer for Friendswood I.S.D.

MARICRUZ CASTELLANOS

GKD (LOCAL)

SCOPE OF USE

The Board permits public use of designated school facilities for educational, recreational, philanthropic, religious, civic, or social activities when these activities do not conflict with school use or with this policy.

Note:

See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and schoolrelated activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

LIMITATIONS

Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.

School facilities shall not be used by organizations on a regular basis for a period longer than one year. However, the Superintendent may approve a request for an extension of time if the organization has a facility nearing completion or has plans for completion within a reasonable time.

School facilities shall not be used on a continuous, permanent basis by an individual, group, or organization other than for school-related purposes.

Kitchen facilities may not be used by any group during regular serving and working hours, normally from 7:30 a.m. to 2:00 p.m.

Kitchen and other cafeteria facilities shall not be available for use during official holidays and during summer recess except with special permission from the Superintendent.

NONPROFIT FUND-RAISING The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

FOR-PROFIT USE

The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.

SCHEDULING

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM]

DATE ISSUED: 12/4/2006

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GKD (LOCAL)

The Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

APPROVAL OF USE

The principal is authorized to approve use of facilities on a school campus. The Superintendent or designee is authorized to approve use of all other District facilities except athletic facilities. The athletic director is authorized to approve use of District athletic facilities.

EXCEPTION

No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.

EMERGENCY USE

In case of emergencies or disasters, the Superintendent or designee may authorize the use of school facilities by civil defense, health, or emergency service authorities.

USE AGREEMENT

Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.

FEES FOR USE

Nonschool users shall be charged a fee for the use of designated facilities.

The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.

EXCEPTIONS

Fees shall not be charged when school buildings are used for public meetings sponsored by state or local governmental agencies.

Fees shall not be charged for use by District employee professional organizations. [See DGA]

REQUIRED CONDUCT

Persons or groups using school facilities shall:

- 1. Conduct business in an orderly manner.
- 2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]
- 3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

DATE ISSUED: 12/4/2006

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GKD (LOCAL)

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

DATE ISSUED: 12/4/2006

LDU-49-06 GKD(LOCAL)-X ADOPTED:

GKD (LEGAL)

PROHIBITED ACTS

An officer or employee of the District who is acting or purporting to act in an official capacity may not, because of a person's race, religion, color, sex, or national origin:

- 1. Refuse to permit the person to use facilities open to the public and owned, operated, or managed by or on behalf of the District:
- 2. Refuse to permit the person to participate in a program owned, operated, or managed by or on behalf of the District;
- 3. Refuse to grant a benefit to the person; or
- 4. Impose an unreasonable burden on the person.

Civil Practices and Remedies Code 106.001(a)

RIGHT TO PRESERVE USE

The District, like a private property owner, may legally preserve the property under its control for the use to which it is dedicated. <u>Lamb's Chapel v. Center Moriches Union Free Sch. Dist.</u>, 508 U.S. 384 (1993)

FORUM FOR COMMUNICATION

The District may create a public forum of a place or channel of communication for use by the public at large for assembly and speech, for use by certain speakers, or for the discussion of certain subjects. <u>Perry Educ. Ass'n v. Perry Local Educators' Ass'n</u>, 460 U.S. 37 (1983); <u>Chiu v. Plano Indep. Sch. Dist.</u>, 260 F.3d 330 (5th Cir. 2001)

The District is not required to allow persons to engage in every type of speech when the District establishes a limited public forum; the District may be justified in reserving its forum for certain groups or for the discussion of certain topics. The District shall not discriminate against speech on the basis of viewpoint, and any restriction must be reasonable in light of the purpose served by the forum. <u>Good News Club v. Milford Cent. Sch</u>, 533 U.S. 98 (2001); <u>Lamb's Chapel v. Center Moriches Union Free Sch. Dist.</u>, 508 U.S. 384 (1993)

FEES FOR USE

The Board may set and collect rentals, rates, and charges from students and others for the occupancy or use of any of the District's facilities, in the amounts and manner determined by the Board. *Education Code 45.033*

PATRIOTIC SOCIETIES

If the District has a designated open forum or a limited public forum and receives funds made available through the United States Department of Education, the District shall not deny equal access or a fair opportunity to meet, or to discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic so-

DATE ISSUED: 11/2/2004

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GKD (LEGAL)

ciety), that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed as a patriotic society.

The United States secretary of education may issue and secure compliance with rules or orders with respect to a district that receives federal funds and that denies equal access, or a fair opportunity to meet, or discriminates, as described above. If a district does not comply with the rules or orders, no funds made available through the Department of Education shall be provided to that district.

YOUTH GROUP

"Youth group" means any group or organization intended to serve young people under the age of 21.

LIMITED PUBLIC FORUM

For purposes of this policy regarding PATRIOTIC SOCIETIES, an elementary school or secondary school has a limited public forum whenever the school grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory.

SPONSORSHIP

Nothing in this policy shall be construed to require the District to sponsor any group officially affiliated with the Boy Scouts of America, or any youth group listed as a patriotic society.

Boy Scouts of America Equal Access Act, 20 U.S.C. 7905

FACILITIES AS POLLING PLACES

The District shall make its buildings available for use as polling places in any election that covers territory in which the buildings are located. If more than one authority requests the use of the buildings for the same day and simultaneous use is impractical, the District shall determine which authority may use the building. *Election Code 43.031(c)*

No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, shall be made for the use of a District building for a polling place if the day of the election is a day on which the building is normally open. If the day of an election is a day on which the building is not normally open, a charge may be made only for the reimbursement of actual expenses resulting from use of the building in the election. *Election Code 43.033(a)*

POLITICAL PARTY CONVENTIONS

The District shall not assess a charge for the use of a school building for a precinct, county, or senatorial district convention, except for reimbursement for the actual charges resulting from use of the

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Friendswood ISD 084911

COMMUNITY RELATIONS NONSCHOOL USE OF SCHOOL FACILITIES GKD (LEGAL)

building for the convention. The District shall provide an itemized statement of expenses to the reimbursing authority. *Election Code* 174.0631

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GKD (REGULATIONS)

PRIORITY

The first priority for the use of any school facility shall be given to the established programs of the School District. School-related activities always take precedence over rental activity.

GENERAL REQUIREMENTS

The following general conditions apply to use:

- 1. Applications for the use of facilities must be made to the Facilities Manager.
- 2. The Facilities Manager or designee shall resolve schedule conflicts
- 3. If a facility is requested for a specified amount of time and the actual use runs beyond that time, each additional partial hour used will be charged as a whole hour.
- 4. If an organization needs setup time for a particular event, the setup time must be requested as a part of the total time.
- 5. Users shall pay for any identifiable costs borne by the District on behalf of users including but not limited to, security, facility supervisor, and support personnel costs.
- 6. If the School District deems it necessary, security will be provided and charged according to the cost incurred by the district. The minimum number of officers needed for an event will be based on the following criteria:

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6a) 200 to 349 People – 1 Officer
6b) 350 to 499 People – 2 Officers
6c) 500 to 649 People – 3 Officers
6e) 800 to 949 People – 5 Officers
6d) 650 to 799 People – 4 Officers
6f) 950 to 1100 People –6 Officers
Additional Officers may be required by the district.
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- 7. All facility rentals will be for a minimum of three (3) hours per day, per event, and in one (1) full-hour increments thereafter.
- 8. Persons and/or organizations using school facilities shall be responsible to the District for any and all damages to school facilities and/or equipment.
- 9. The persons and/or organizations using school facilities must comply with all national, state, and local laws, as well as rules of the police and fire department and all District policies.
- 10. The use of alcoholic beverages or tobacco products is expressly prohibited on all Friendswood district property.
- 11. Depending on the nature of the intended use, the District reserves the right to require any additional personnel that may be deemed

necessary for the safe and proper use of school facilities and to ensure that the facility is ready for the next day's activities. An individual's or organization's refusal to furnish the additional personnel may result in the denial of the requested use and the denial of any future use.

- 12. Minor children shall not be permitted to assume responsibility for the use of school facilities.
- 13. Fees will be forfeited unless a 48 hour written notice is given to the Facilities Manager.

SIGNAGE AND ADVERTISING

The district will allow groups renting District facilities to place temporary signage at the facility to inform citizens of program time and/or location.

However, this signage is only permitted on District property during the same calendar day as the event. Temporary signage must not obstruct the view of school signage and must be removed immediately after the event has concluded. Signage must be approved in advance by the superintendent or designee.

Other advertising by non-school groups, including but not limited to billboards and print, television, or other electronic advertisements, referencing or depicting the likeness of a District facility is not permitted.

APPROVAL OF USE

The following procedure will be used in making application for use of any District facility:

- 1. Applications for use can be obtained from the office of the facilities manager. The completed rental application, any required deposits, certificate of insurance, IRS nonprofit status certification, and rental payment shall be submitted to the office of the facilities manager at least 15 District business days prior to the date of use. The rental, if granted, will become a contract between the persons and/or organization and the Friendswood Independent School District when signed by an authorized organization representative and the principal or athletics director and District facilities manager.
- 2. No prior plans should be made for facilities usage until the applicant has secured a signed approval application/agreement form.
- 3. All applications for the use of school facilities will be made and signed by an officer and/or other responsible representative of a group or organization, or by the individual making the request.
- 4. A damage deposit of \$100.00 for use of the facilities will be required prior to the use of the facility. If no damage is evident following the use of the facility, the deposit shall be credited toward any additional charges or refunded.

Facility use contracts shall be approved and retained by the facilities manager for record keeping.

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FEES FOR USE AND USE OF FACILITIES

Individuals and organizations will be charged for use of District facilities according to the following guidelines:

- Use of facilities will be charged according to the Facility Rental Fee Schedules in effect and for a minimum of three (3) hours per day, per event. Any portion of an hour beyond fifteen minutes will be billed in one hour increments.
- Rental fees will be charged based on the group/organization's classification type (Non-Profit or For-Profit. Non-Profit Fee Rates will only apply to those organizations providing a Determination Letter from the IRS stating their 501©3 status. The IRS Determination Letter must be in the name of the organization renting the facility.
- 3. In addition to facility rental fees, there is a three (3) hour minimum for all required support personnel, as per the District fee schedule.
 - All support personnel hours worked after the three-hour minimum and beyond fifteen (15) minutes, will be billed in one hour increments.
 - b) The Facilities Manager will determine the minimum number of support personnel necessary based on the type of activity, and the anticipated number in attendance.
 - c) Organizations renting the facility may provide additional labor; however, this will not supersede or replace the requirements stated above and/or the Facility Rental Fee Schedule.
- 4. Charges for an event are assessed from the time the building is opened for the group or organization until it is cleaned and secured. The organizational sponsor or representative must be present until everyone, except District support staff, has vacated the building.
- 5. School equipment is not a part of the facilities use fee. These items will be charged separately.
- 6. Requests for moving of equipment for a rental of facility will be at the discretion of the Facilities Manager. Additional fees may be incurred for costs associated with moving equipment.
- 7. The organization representative, at the time of application, shall notify the Facilities Manager of any equipment they wish to use for the function that belongs to FISD. School personnel will not permit the use of equipment that is not stated in the rental agreement.
- 8. Food and/or beverages are not permitted in District gymnasiums or auditoriums.
- 9. Parent/teacher/employee organizations and other adult groups organized for the express purpose of supporting District activities and/or programs (e.g., PTO, booster clubs) will be permitted to

use District facilities without charge for facility use. However, charges for required support personnel staff, such as; custodial, maintenance, and the like may be assessed. Such charges will be the responsibility of the school-sponsored groups.

Rental events that necessitate an additional trash pickup (i.e., carnivals, spaghetti dinners, dances, band marching contests, and the like) will result in the group or organization being charged an extra fee for each additional dumpster and/or trash pickup. The facilities manager will determine the need, if any, based on the type of function to be held.

- 10. Any group or organization wishing to use a school kitchen, will be required to have a District appointed kitchen manager on duty to handle and supervise the use of equipment and food safety during the entire time the facilities are rented or used.
- 11. The city council, city police, and the city fire department, may be permitted facility use without charge for meetings or programs. Only costs of janitorial services will be charged.
- 12. At the discretion of the superintendent or designee, groups organized by Friendswood ISD coaches & teachers may be authorized to hold athletic or fine arts camps for children residing in the District attendance zone. These organizations will be charged a fee rate according to the fee rates established by the Friendswood community education administrative office. All other entities will be charged according to the entity's for-profit or non-profit status.
- 13. Payment for use of a facility shall be as follows:
 - a) If the rental of the facility is for a one-time use, payment shall be made at the time of the application and confirmation at least 15 district business days in advance of the requested usage.
 - b) If the rental of the facility is for repeated use, payment shall be made at the end of the month. The request to use the facility the first time must be made at least 15 District business days in advance of the requested usage.
- 14. Rental rate charges will start from the time to building is opened and will continue until the building is secured.
- 15. Any school and/or community group wishing to rent a facility for an extended period of time must meet with the Superintendent or designee to develop a long-term rental rate.
- 16. Facilities that are not in use by the District may also be considered for rental by establishing a written agreement approved by the Superintendent or designee.

ROF_Form6**These are the qualities of a correct Certificate of Insurance "COI". FISD only accepts applications for use of FISD facilities when there is a certificate like this one attached.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.							
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT	<u>/-</u>				
Insurance Office of America	ie name of the surance company	NAME: PHONE (A/C, No, Ext):		FAX			
ins	E-MAIL		(A/C, No):				
go	es on this box	ADDRESS:					
			URER(S) AFFOR	DING COVERAGE		NAIC #	
INCUIDED		INSURER A:					
The insured name goes		INSURER B:					
on this box and it should		INSURER C :					
be the same name as the organization		INSURER D:					
seeking to rent FISD Facilities	•	INSURER E :					
		INSURER F:					
		The date(s) of the le		VISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQU	FINSURANCE LISTED BELOW HAS	always be within thi	s time range	NAMED ABOVE FOR TH	HE POLIC	CY PERIOD HICH THIS	
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I EXCLUSIONS AND CONDITIONS OF SUCH PQ	DLISUBRI SHOWN MAY HAVE	BEEN REDUCED BY	PAID CLAIMS.				
INSR LTR TYPE OF INSURANCE IN:	SD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S		
A X COMMERCIAL GENERAL LIABILITY		1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 2,000,	000	
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occur en e)	\$ 2,000,	000	
				MED EXP (Any one person)	\$5,000		
FISD mus	st he			PERSONAL & ADV INJURY	\$ 2,000,	000	
GEN'L AGGREGATE LIMIT APPLIE	POLICY NUM	ber here		GENERAL AGGREGATE	\$4,000,	000	
POLICY JECT	additional			PROD <mark>I</mark> CTS - COMP/OP AGG	\$2,000,	000	
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AUTOMOBILE LIABILITY Of SUBTOG	allon	ınts shown, ar	,	COMBINED SINGLE LIMIT (Ea accident)	\$		
ANY AUTO	minimum	required levels	s of	BODILY INJURY (Per person)	\$		
OWNED SCHEDULED AUTOS	insurance			BODILY INJURY (Per accident)	\$		
HIRED NON-OWNED AUTOS ONLY		· ·		PROPERTY DAMAGE (Per accident)	\$		
				,	\$		
A UMBRELLA LIAB X OCCUR	YY	1/1/2022	1/1/2023	EACH OCCURRENCE	\$ 3,000,	000	
X EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$		
DED RETENTION\$					\$		
WORKERS COMPENSATION				PER OTH- STATUTE ER			
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	Policy Numb	er here		E.L. EACH ACCIDENT	\$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$		
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Verification of General Liability and Excess Lia \$4,000,000. Medical Expense Coverage app Cancellation per policy provisions.	ability coverage for COVERED AC	TIVITIES: Abuse an	d Molestation	Aggregate on the Genera			
Other Insureds includes the following: USA Sv Inc., group members, volunteers and "membe group member has received approval from US	r coaches" solely as respects to "b	odily injury" and "pro	rticipants and perty damage	coaches are members of arising from "covered ac	USA S	wimming, for which a	
See Attached							
CERTIFICATE HOLDER		CANCELLATION					

Friendswood ISD or Friendswood Independent Friendswood Independ School District" is the only 302 LAUREL DRIVE Friendswood TX 77546 name that should be listed here, the "Certificate

Holder".

HOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

THORIZED REPRESENTATIVE

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ACORD

GENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Covered Activities

With respect to USA Swimming member clubs, group members, member coaches, volunteers and additional insured owners/lessors of premises, sponsors and co-promoters, "Covered Activities" are defined as:

- 1. Swimming meets that have been assued a written sanction or approval. Approval means a permit issued by one to the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued an approval will be considered an insured provided that all of its athletes or participants and coaches are members of USA Swimming, Inc.
- 2. Swimming practices, dry land training activities, camps and learn to swim programs where all swimmers or participants are members of USA Swimming, Inc. or U.S. Masters Swimming and are conducted under direct and active supervision of a member coach. Dry land training activities means weight training, running calisthenics, exercise machine training, and any other activity for which an insured has received approvar from USA Swimming, Inc. or its authorized representative.
- 3. USA Swimming, Inc., Swim-A-Thons, fundraising activity which clubs can purchase for lap-a-thons.
- 4. Approved social events and approved fundraising activities that are social events and activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5. Swimming tryouts. Swimming tryouts means swimming practices where a swimmer(s) who is not and how has never been a member of USA Swimming, Inc. participates with a USA Swimming, Inc. club for a period not to exceed thirty consecutive days in a twelve-month period to determine the swimmer's interest in becoming a member of USA Swimming, Inc.
- 6. Office premises liability for member clubs and LSCs.
- 7. STSC, CPR and Lifeguard Certifications of USA Swimming member coaches done by USA Swimming member coaches that are member representatives of one of the approved agencies listed on the USA Swimming STSC in-Water Skills Checklist.
- "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA member clubs with community teams that are not USA Swimming member clubs.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory baisis as required by written agreement. A Waiver of Subrogation also applies in favor of the Additional Insured as required by written agreement.

Member Club:				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU

HAVE A WRITTEN CONTRACT, ACREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.



- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s)

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

The name &, address of the nonprofit organization goes here.

Note: Application/Agreement, COI and 501(c)(3) must be in the same name of the organization renting the facility.

Department of the Treasury Internal Revenue Service Tax Exampt and Government Entities P.O. 2508 (Altimotti, OV) 45201

Date:

Employer ID number:

Person to contact:

Name: Customer Service

ID number:

Telephone:

Accounting period ending:

December 31

Form 990-PF required:

Yes

Effective date of exemption:

Addendum applies:

No

DLN:

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you inder IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 20 5, 2 06, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your scords.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 50 (a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Trusted as Private Foundation, annually, whether or not you have income or activity during the year. If you don't fee a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

stephene a martin

Stephen A. Martin

Director, Exempt Organizations

These are the qualities of a correct proof of letter of s and Agreements determination from the IRS to all 501(c)(3) non

profit organizations.

This form should be attached to your application when requesting FISD non-profit facility rentals fees to determine your eligibility.

Letter

Catalog Number

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT 2022-2023 Facility Rental Fee Schedule

NAME OF FACILITY	NON-PROFIT FEE RATE		PROFIT FEE RATE		
	3 Hr. Min	p/Add'l each	3 Hr. Min	p/Add'l each	
ELEMENTARY SCHOOLS	Required *(5)	hour *(6)	Required *(5)	hour *(6)	
1. Cafeteria	\$130.00	\$43.00	\$260.00	\$86.00	
2. Gymnasium	\$80.00	\$27.00	\$160.00	\$54.00	
INTERMEDIATE SCHOOLS	φοσ.σσ	Ψ27.00	φ100.00	φ31.00	
1. Cafeteria	\$130.00	\$43.00	\$260.00	\$86.00	
2. Gymnasium	\$115.00	\$38.00	\$230.00	\$76.00	
JUNIOR HIGH SCHOOL - NEW FACILITY	·	•	·	·	
1. Cafeteria (*1)	\$130.00	\$43.00	\$260.00	\$86.00	
2. Gymnasium (Boys Or Girls)	\$130.00	\$43.00	\$260.00	\$86.00	
3. Gymnasiums Boys and Girls	\$225.00	\$75.00	\$450.00	\$150.00	
4. Gymnasium 6th. Grade	\$130.00	\$43.00	\$260.00	\$86.00	
5. Auditorium	\$210.00	\$70.00	\$420.00	\$140.00	
6. Track Field	\$65.00	\$22.00	\$130.00	\$44.00	
HIGH SCHOOLS	·	•	·	·	
1. Cafeteria - Original Building	\$130.00	\$43.00	\$260.00	\$86.00	
2. Cafeteria - New Building	\$130.00	\$43.00	\$260.00	\$86.00	
3. Boys Gymnasium	\$145.00	\$48.00	\$290.00	\$96.00	
4. Girls Gymnasium	\$145.00	\$48.00	\$290.00	\$96.00	
5. Auditorium	\$160.00	\$53.00	\$320.00	\$106.00	
OTHER FACILITIES	γ = 0 0 1 0 0	700.00	70-000	7 - 2 - 2 - 2	
1. Henry Winston Stadium With Lights	\$325.00	\$108.00	\$650.00	\$216.00	
2. Henry Winston Stadium Without Lights	\$260.00	\$87.00	\$520.00	\$174.00	
3. Bobby Black Baseball Field With Lights	\$145.00	\$48.00	\$290.00	\$96.00	
4. Bobby Black Baseball Field Without Lights	\$130.00	\$43.00	\$260.00	\$86.00	
5. Batting Cage	\$115.00	\$38.00	\$230.00	\$76.00	
6. HS Softball Field With Lights	\$130.00	\$43.00	\$260.00	\$86.00	
7. HS Softball Field Without Lights	\$95.00	\$32.00	\$190.00	\$64.00	
8. Admin. Annex Gym	\$85.00	\$28.00	\$170.00	\$56.00	
9. Admin. Annex Auditorium	\$115.00	\$38.00	\$230.00	\$76.00	
10. Admin. Annex Cheer Room	\$85.00	\$28.00	\$170.00	\$56.00	
11. Admin. Annex Training Small or Large Rm.	\$85.00	\$28.00	\$170.00	\$56.00	
12. Grass Playing Field Annex, JH & HS	\$35.00	\$12.00	\$70.00	\$24.00	
13. Classroom /Multipurpose Rm/Portable Bldg.	\$85.00	\$28.00	\$170.00	\$56.00	
14. HS Tennis Courts (*7)	,	,	\$35.00	\$12.00	
15. Natatorium Rental Fees (*2)			·		
PERSONNEL FEES - REQUIRED					
1. Stadium Manager, Building Supervisor	\$90.00	\$30.00			
2. Support Personnel Services (*8)	\$75.00	\$25.00			
3. Lights Technician - Auditorium	\$90.00	\$30.00			
4. Sound Technician-Auditorium	\$90.00	\$30.00			
5. Gym Supervisor-All Gyms/Bldg. Supervisor	\$90.00	\$30.00			
6. Kitchen Manager	\$90.00	\$30.00			
7. Security As Required By District	TBD (*3)*(5)				
ADDITIONAL FEES - REQUESTED	, -, ,-,				
1. Concession Stand - Stadium, Base/Softball	\$50.00	\$17.00			
2. Concession Stand - Field House & JH Gym	\$35.00	\$12.00			
3. Field Marking Striping (*4)	\$100.00 p/event				
4. Scoreboard Use Fee	\$35.00	\$12.00			
5. Video Board Use Fee *(9)	Optional *(9)				

^{*1.} Square Foot Zoned to Cafeteria

^{*2.} Refer to Rental Fee Schedule page 3 of 3

^{*3.} To be determined By Director of Rentals

^{*7.} Tennis courts p/hr/p/ct. LIMIT 2 courts p/rental.

^{*8.} Custodian, Life Guard, Level 1 Maintenance, etc.

^{**(8)} Additional custodial staff will be required during pandemic.

^{*4.} Field Marking Striping-Baseball/Softball/Soccer Grass Fields *9. Video board, by arrangements only.

^{*5.} Minimum fee per day covers selected facility or personnel (per employee) for up to 3 hours.

^{*6.} Added cost for every hour after 3 hour minimum

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT 2022-2023 Facility Rental Fee Schedule -Playoffs

EAGULTY AND DECUMPENAGATO	CATEGORY & RATE	TOTAL PER
FACILITY AND REQUIREMENTS	*(2)	PLAYOFF EVENT
HENRY WINSTON STADIUM	FOOTBALL	
Facility *(5)	\$750.00	
Stadium Supervisor	\$210.00	
Scoreboard	\$60.00	
Announcer *Optional	\$60.00	
Gate Ticket Sellers 2 * \$75.00 ea.	\$150.00	
Gate Ticket Takers 2 * \$60.00 ea.	\$120.00	
Custodians 3* \$175.00 ea.	\$525.00	
Game Administrator	\$150.00	
Security *(1) \$35.00 p/hr p/officer, Min. 3 officers	\$525.00	
Stadium Ushers, 4 * \$60.00 ea.	\$240.00	\$2,790.00
Video Board - Optional *(3)	\$600.00 *(3)	7-7-00:00
HENRY WINSTON STADIUM		
Facility	\$325.00	
Scoreboard	\$60.00	
Announcer	\$60.00	
Gate Ticket Seller \$75.00/Taker 1 * \$60.00 ea.	\$135.00	
Custodians 2 * \$100.00 ea.	\$200.00	
Game Administrator	\$150.00	
Security *(1) \$35.00 p/hr p/officer, 1 needed/Min.	\$105.00	\$1,035.00
Video Board - *Optional *(3)	\$600.00 *(3)	
BOBBY BLACK BASEBALL FIELD / HS		
SOFTBALL FIELD		
Field Preparation	\$250.00	
Facility	\$195.00	
Announcer	\$60.00	
Gate Ticket Seller/Taker	\$60.00	
Scorekeeper	\$60.00	
Custodians 1 * \$100.00 ea.	\$100.00	
Game Administrator	\$150.00	
Security *(1) \$35.00 p/hr p/officer, 1 needed/Min.	\$105.00	\$980.00
HS - FIELD HOUSE / WALTER WILSON GYMNASIUM		
Facility	\$325.00	
Ticket Seller/Taker	\$60.00	
Book \$30, Clock \$30, Announcer \$60.	\$120.00	
Game Administrator	\$150.00	
Security *(1) \$35.00 p/hr p/officer, 2 needed/Min.	\$210.00	
Custodians 2 * \$100.00 ea.	\$200.00	\$1,065.00

^{*1.} Security Charges subject to change as per FPD current rates or anticipated crowd.

^{*2.} Playoff fees are for HS levels, two teams only; all other entities/organizations should apply regular fee as stated in the Facilities Fee Schedule Page 1 of 1.

^{*3.} Video board, by arrangements only. Fee subject to change as per arrangements needs.

^{*4.} Additional custodial staff will be required during pandemic.

^{*5} Facility charge includes the use of the football field, visitor's locker room, & press boxes. Homelocker room is not available to outside groups.

FISD NATATORIUM

2022-2023 Facility Rental Fee Schedule

1115 Falling Leaf, Friendswood, TX. 77546 Tel: 281-992-2506

Normal Business Hours : School Calendar	Monday-Friday 9:30am-11:30am, 5:00 -9:00pm, and Saturday 8:00am-12:00 a.m.				
Normal Business Hours: Summer	M-F: 8:00am - 11:00 am & 5:00pm to 9:00p.m. Sat. 8:00am-12pm				
Facility Rental During Normal Business Hours	LEVEL A / No FISD Lifeguard Required p/hour *(9) *(10)	LEVEL B / FISD Lifeguard Is Required p/hour (*7), (*8), *(9)	LEVEL C / FISD Group p/hour (*7),*(8), *(9)		
Diving Well/Warm-Up Pool Starts Racing Course 6-8 Lanes Wide	\$17.00 \$44.00	\$34.00 \$88.00	N/C N/C		
3. Entire Facility 4. Long Term Level A p/lane (*1) (*10)	\$67.00 \$7.50 (*10)	\$134.00	N/C		
Facility Rental After Normal Business Hours					
Diving Well/Warm-Up Pool 2. 25 Yards Racing Course 6-8 Lanes Wide	\$35.00 \$78.00	\$70.00 \$110.00	\$35.00 \$35.00		
3. Entire Facility 4. Long Term Level A p/lane (*1) (*10)	\$115.00 \$7.50 (*10)	\$148.00	\$35.00		
Additional Fees And Requirements					
Timing System And Score Board a) Qualified Operator (*2) b) Operator Provided	\$26.00 \$40.00	\$26.00 \$40.00	\$26.00 \$40.00		
2. Competition Arrangement (*3) 3. Support Personnel Services (*4) 4. Building Supervisor (*5)	\$90.00 \$25.00 \$30.00	\$90.00 \$25.00	\$90.00 \$25.00 \$30.00		
5. Security As Required By District	\$30.00 TBD (*6)	\$30.00 TBD (*6)	\$30.00 TBD (*6)		

^(*1) Level A, long term rate based on a 6+ month rental. For full profit groups the rate is \$15.00 per lane

^(*2) Must be approved by FISD Aquatics Coordinator

^(*3) If pool must be set up in competition arrangement; add extra fee for set up and tear down.

^{(*4) 3} hours Minimum Required for Support Personnel; Custodian, Lifeguard for level B, C, Security (FPD), etc.

^{**(4)} Additional custodial staff will be required during pandemic.

^(*5) Required; Building Supervisor

^(*6) To be determined by Facilities Supervisor

^(*7) Level B and C groups, fees may increase if additional guards are required.

^(*8) The rates listed for Levels A, B and C don't include the lifeguard fee. That must be calculated and added based on the total of lifeguard(s) needed per hour, per event and as per building supervisor's discretion.

^{(*9) 3} Hour minimum rental of facilities p/day & in (1) full-hour increments thereafter & beyond 15 min.

^{(*10) 10 (}ten) lanes MINIMUM rental of facility p/hr and 3 hours minimum p/day. Add \$7.50 in (1) full-hour-increments for any additional hour thereafter & beyond 15 min.