## **KEENE INDEPENDENT SCHOOL DISTRICT**

# FACILITY RENTAL ADMINISTRATIVE REGULATIONS



KEENE INDEPENDENT SCHOOL DISTRICT 404 CHARGER DRIVE

## KEENE, TX 76059 KEENE INDEPENDENT SCHOOL DISTRICT FACILITY RENTAL REGULATIONS

## FACILITY RENTAL PROCEDURES

- Obtain Facility Rental Packet from Athletic Director, John McFarlin.
- Read carefully and return completed Facility Use Request to:

John McFarlin Athletic Director, Keene Independent School District 404 Charger Drive Keene, Texas 76059 (817)933-0841 jmcfarlin@keeneisd.org

• Submit specific details such as: dates, times, info on items to be brought in when you submit the package to the Athletic Director's office.

• Invoice will be emailed prior to the event. Payment must be received prior to start. Cash or check, payable to Keene ISD. Additional fees for damages or additional time must be paid before leaving the facility.

• Reservations will be made on a "first come, first served" basis.

• Keene ISD reserves the right to reject any requests not in the best interest of the District.

# KEENE INDEPENDENT SCHOOL DISTRICT ADMINISTRATIVE REGULATION RENTAL GUIDELINES AND PROCEDURES

The following is information and procedures pertaining to renting District facilities.

## <u>Philosophy</u>

Like most Texas public school systems, Keene ISD opens its doors for use by the public. The community use of Keene ISD facilities is a public service, in recognition of the community's contribution to the public schools. District facilities are not automatically open for public use – by default, all school facilities are operated for school purposes and therefore are not public. Exceptions to this general policy are created by school district policy and procedure. This Handbook is designed to help community organizations and others understand the availability of District facilities, the regulations and cost for using them, and the expectations of Keene ISD when making its facilities available for use by others. This handbook is an integral part of any contract to rent or lease a District facility. General rules, processes, and policies are set forth herein, as well as specific matters related to particular facilities or uses. Please read and review the Handbook carefully, and contact the appropriate Keene ISD administrator if you have questions related to your planned use.

## Conditions for Use

The following guidelines shall apply to all groups desiring to use District facilities in accordance with Policy GKD (LEGAL), Policy GKD (LOCAL) and applicable administrative regulations.

**1.** The program of activities must be suited to the available facilities and must be of an educational, cultural, recreational, or civic nature.

**2.** A written agreement provided by the District setting forth the terms of the rental agreement is required of all groups with the exceptions of student organizations sponsored by the District. All written agreements shall be approved and signed by the Superintendent, Athletic Director or his/her designee.

**3.** District personnel may not use the facilities for organizations of which they are members without submitting a rental contract in accordance with Board policy.

**4.** Non-school related groups shall provide proof of insurance meeting the following minimum requirements to Keene ISD prior to occupancy of the leased facility:

• Liability limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 policy aggregate. • Occurrence form. A copy will be filed at the Superintendent's office.

• Additional Insured Endorsement for both "ongoing" and "products / completed operations" which applies in favor of Keene ISD, its elected officials, employees, and agents.

• Waiver of Subrogation Endorsement, which applies in favor of Keene ISD, its elected officials, employees, and agents.

• 30-Day Notice of Cancellation.

• The policy must be primary and noncontributory.

The insurer must maintain a rating of "A-VI" or better, as determined by the A.
M. Best Company.

•The District reserves the right to determine the acceptability of a carrier independent of its rating, on a case-by-case basis.

**5.** The agency or group requesting use of the facility shall pay the cost of operating and expenses and fees for school personnel to be on duty. The group shall assume full responsibility for any damage to District property beyond that resulting from reasonable usage.

**6.** Except as otherwise provided, no school building, facility, or equipment may be rented on a continuing basis.

**7. A FACILITY USE REQUEST** form must be submitted and any and all fees paid prior to start of the event. School related groups are not required to pay rental fees but may be responsible for additional services. Profit service organizations shall be assessed the established charges and fees for use of the school facilities.

- Fees shall include appropriate charges for supervision, security, and custodial as determined by the Superintendent for the usage of the facility.
- Rental charges are for the cost of the facility as normally used. Should any
  equipment need to be moved or any special lighting desired, a request should be
  made when the agreement for the facility is completed. An additional cost may be
  added to the rates when special requests are made. Payment of rental fees shall
  be made in advance.

**8.** Minors shall not be permitted to assume responsibility for engaging the use of school facilities.

**9.** Only authorized employees of the District shall be permitted to have keys or access cards to District facilities.

**10.** All users shall restore the facilities to the condition in which the group found them prior to use. Designated administrators may use checklists or other means to document the original condition.

**11.** The user shall pay for any damages to the property. Misuse or abuse of equipment or facilities shall result in immediate denial of further use.

**12.** All users shall comply with applicable policies, administrative guidelines, and fee schedules established be the District for the facility being used. Any group that does not

comply with appropriate policies and guidelines shall be denied further use of District facilities.

**13.** Certain areas, as determined by the District, shall not be available for public use.

**14.** Certain equipment, such as audio-visual equipment and instructional materials shall not be available for public use.

**15.** Use of public school facilities for subversive purposes or for any purpose not in the public interest is prohibited.

**16.** Public dances shall not be held in school facilities or on school property.

**17.** School facilities may be used for athletic contests other than those sponsored by the District. In each case, the Superintendent or designee shall approve financial, concession, and broadcast arrangements.

**18.** The applicant, organization, association, or renter agrees that it shall defend, hold harmless and indemnify the Keene Independent School District, Board of Education, and employees from any and all demands, claims, suits, action, and legal proceedings brought against it from the use of facilities.

**19**. Events open to the public or events at which a large number of participants are expected, may require use of security personnel. The District will engage security personnel when required. The user will be charged for the service at the current rate per guard with a two hour minimum.

**20.** Applicants who fail to give the District written notice of cancellation at least twenty-four hours in advance of the scheduled activity will be responsible for the same costs that would have been incurred had the activity been held as scheduled. If notice of

cancellation is made by telephone, a written confirmation of this cancellation must be forwarded to the Director of Operations and other applicable personnel.

**21.** Only the areas or rooms specified in the FACILITY USE REQUEST will be allowed to be used by the renter.

**22.** Smoking and the use of tobacco products, the use of alcoholic beverages, drugs and/or the distribution of advertising of alcoholic beverages in school buildings or on school premises is prohibited.

**23.** All applicable fire and safety regulations of the Board of Education, the City of Keene, Johnson County, and the State of Texas must be followed.

## PRIORITY

Use of District facilities will be on a first-come, first-served basis with the understanding that the District's use of the facilities takes precedence over its use by an outside group. Regular school activities and organizations shall have precedence over any request for the use of facilities. School Related Groups shall be considered as having the next precedence for facility use followed by Civic Groups and Community Groups. Non-school Related Groups shall be considered last in the order of precedence.

#### RENTAL TIME

Rental time will be agreed upon per the facility use contract. Persons lingering in the building shall be the responsibility of the renting agency and closing time shall be the time when all persons associated with the rental have left the building.

#### SUPERVISION/SECURITY

The assigned security is responsible for oversight of the building and facilities used during the rental period. All renting groups must provide adequate supervision to maintain order and prevent damage to school property. Supervisors/secruity of facilities shall be responsible for:

- Unlocking and securing the facility.
- Being present at all times during the use of the facility.

• Possess necessary knowledge concerning the operating controls for lighting, air-conditioning, sound, scoreboard systems, or other necessary facility equipment for the function.

• Ensure the renter has assumed full responsibility for the conduct of any and all persons using the facility during rental.

- Ensuring the renter has restored the facility to its original state after use.
- Provide other services as requested.

The supervisor/designee must be a school employee. If the organization requesting use of the facility involves a school employee willing to volunteer his/her time to the responsible party, the fees under this section may be waived. The District reserves the right to judge the adequacy of such supervisor.

#### **CONDUCT**

All groups shall comply with the policies and regulations as established by the District. Violations of these policies, rules, and regulations or inaccurate or untruthful statements in the application may place the organization on the ineligible list for future use of school facilities. Contracts may be canceled at any time there is evidence that District policies and regulations are being violated. In case of cancellation, the Board of Education assumes no liability other than the return of fees charged for unused facilities.

#### <u>GYMNASIUM</u>

The Keene Junior High and High School Gymnasium shall be rented when adequate protection of the gym floor is assured by the renting agency. The renting agency shall pay for any damages caused to the gym, equipment, or floor.

#### BUILDING EQUIPMENT, KEYS, ACCESS CARDS, AND PROPERTY

Equipment, keys, access cards, and property shall not be loaned or removed from the building. Only authorized employees of the District shall be permitted to possess keys or access cards to District owned facilities.

The **FACILITIES USE FEE SCHEDULE** is the list of current charges for facility rentals for the District.

### COLLECTION OF FEES

All fees are payable in the Superintendent's office, Athletic Director or to the supervisor/security on duty.

#### **STORAGE**

Renting organizations will not store equipment, supplies, or materials in Keene ISD facilities unless prior arrangements are made with the Superintendent. Any storage arrangements made will be strictly temporary. The District will not be responsible for items left in school facilities.

## **Keene ISD Facility Rental Fees**



FACILITY	MINIMUM OF 3 HOURS	EACH ADDITIONAL HOUR
Keene HS Cafeteria	\$90.00	\$30.00
Keene HS Gymnasium	\$120.00	\$40.00
Charger Stadium (without lights)	\$90.00	\$30.00
Charger Stadium (with lights)	\$150.00	\$50.00

## **Additional Costs**

- Security/Supervision - \$50.00 per hour, the entire time of the rental is accounted for. (example, 3 hour event = \$150.00 security/supervision fee)

\*\*\*\*Event must end by midnight and facilities cleaned and fully exited by 12:30am\*\*\*\*

The Superintendent of Schools may allow school employees or Keene youth organizations to use the Districts facilities if their primary function is to enrich the school program. The fee schedule is designed as a guideline and final authorization and fees will be solely at the discretion of the Superintendent of Schools.

#### KEENE ISD FACILITY USE REQUEST AND AUTHORIZATION FORM

Date:	Application No
Organization Name:	
Address:	_ Applicant Title: Email Address:
Zip: Phone:	Signature:
PROPOSED USE OF FACILITY:	
School Sponsored YES NO	
Non-Profit Service OrganizationYESN	10
For-Profit Service Organization YES No	0
Name of School or Other Facility:	
Junior High Gym High Schoo	ol GymCafeteria
Charger Stadium Unlocked, C	Outdoor Recreational Facility
INSURANCE, BONDING AN	ND SECURITY REQUIREMENTS
Insurance Required:	Security/Supervision Fee:
Payment of Fees: Application will pay all fees ter	n business days prior to the scheduled event directly to
the KISD Business Department. If total cost (actu	ual or damages) exceeds paid amount, an invoice will be
11sent to the address on the request form.	
TO BE COMPLETED BY CAMPUS: FACILITIES USE REQUIREMENTS Security No Hours Other No Hours	Date: Finance Department
PROVAL/AUTHORIZATION	
Date:	-