

Section 1: RENTAL TERMS AND CONDITIONS

The Applicant/Lessee is required to answer all information, provide documentation and Certificate of Insurance as requested and comply with all provisions of policy, guidelines, laws and rules that govern Cedar Hill I.S.D. Completion of the application does not authorize approval for use nor does it assure availability or use of equipment. Approved applicants/lessees will be required to complete a contract and provide assurance that the following regulations have been read and understood. The Applicant is required to review Cedar Hill I.S.D. Policy GKD (Legal), GKD (Local) and GKDA (Local) as found on the District's website (<http://pol.tasb.org/Home/Index/360>).

1.1 FACILITY RESERVATION REQUEST

The *Facility Reservation Request* must be submitted no less than 20 days and no more than 90 days prior to the requested date(s) of use except for ongoing programs or in exceptional circumstances.

Deadlines for requests by any group requiring ongoing field or gym use are as follows:

- A. June 1st for Fall Semester field or gym use; and
- B. October 1st for Spring Semester field or gym use.

Any application submitted for field or gym use after the deadline is contingent on availability.

Notification of approval/denial of the request will be made within 5 business days.

1.2 FACILITY USE AGREEMENT

All applicants/lessees will be required to complete a *Facilities Use Agreement* unless waived by the Superintendent or the Assistant Superintendent of Operations.

Any agreement for use incorporates these regulations.

1.3 CANCELATIONS

If the Superintendent cancels an event, the District assumes no liability other than the return of any previously paid fees for unused facilities. The District shall not be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with higher priority.

Applicant/Lessee will be charged for all dates and times scheduled, unless a cancellation notice of at least **five (5) working days** is received. A change fee of \$25 may be charged per event date for changes made after confirmation of the schedule.

Inaccurate or untruthful statements made in rental applications or contracts or violation(s) of rules and regulations for use of District facilities may result in permanent cancellation of the organization's use of District facilities.

1.4 FEES

All approved organizations may be required to pay rental costs that include building fees and/or staff support fees as outlined in the Cedar Hill ISD Administrative GKD Regulations (Exhibit B). An invoice for facility usage will be made available to the Applicant/Lessee with the approved Facility Reservation Request. Charges will be assessed in accordance with the current facility usage rates established by the Superintendent.

The organization's authorized representative who signs this application/agreement agrees to pay all rental fees one week prior to the date of facility use. All payments must be mailed or made in person at the office of the Director of Facilities & Grounds located in the CHISD Maintenance Facility. Access may not be granted to the facility unless fees are paid in full.

The District shall implement established Energy Conservation Guidelines during all facility use. The established rates are based on these guidelines.

No Cedar Hill ISD employee is authorized to accept tips, gratuities, or wages directly from the Applicant/Lessee, the designees, or anyone else.

Rental rates are reviewed annually and rates may be changed at the beginning of the Cedar Hill ISD fiscal year, which begins July 1 of each year.

In order for an organization to qualify for the Cedar Hill ISD Group A, Group B, or Group E rates (Exhibit B), Cedar Hill ISD requires that 75% of the total participants of the organization must be Cedar Hill ISD students, and a roster of the student participants and the school they attend may be required by the Assistant Superintendent of Operations or designee.

1.5 NONPROFIT STATUS VERIFICATION REQUIREMENT

All 501(c)(3) nonprofit corporations shall provide a copy of their letter of determination from the IRS and a copy of their 501(c)(3) paperwork as part of the *Facilities Use Agreement*.

1.6 CONDITIONS OF FACILITY USE

General conditions for use of Cedar Hill ISD facilities:

- A. The use of the facility will be restricted to the areas designated and approved for the reservation.
- B. The District reserves the right to adjust or restrict the hours of use by any group organization.
- C. A District staff member must be on duty when any school facility is in use. The staff member assigned will be in charge of the building and will remain on duty for the entire period of activity. A custodian or custodians will be assigned for all activities that require custodial services for arranging or rearranging furniture and equipment before & after the meeting and for cleaning up. The organization will be charged a fee for the employee(s) assigned and the employee will be paid only by the District.
- D. Only District personnel are authorized to possess keys to District facilities. The District employee assigned to open and close the building will be in charge of the building and will remain on duty for the entire period of activity.
- E. An adult representative of the group identified in the *Facility Use Agreement* must be present in the building/facility at all times covered by the rental. The District reserves the right to require additional supervision if the adult representative of the organization is so involved in the activities that he or she cannot manage all participants involved in the activity/event.
- F. CHISD reserves the right to require security at events as needed. Only licensed and commissioned peace officers from the CHISD Police Department or Cedar Hill Police Department are authorized to provide armed security services if requested or required for an event. Security must arrive thirty minutes prior to the start of the event and may not leave until the facility has been vacated by all patrons. Cedar Hill ISD will be responsible for coordinating security.
- G. All specialized equipment will be operated only by District Employees. Additional fees for staff and equipment will apply for these services.
- H. Any and all communications with the public by the organization shall clearly identify the nature of the event and the sponsoring organization. Communication shall not represent that it is a CHISD event.
- I. The CHISD employees on duty for the scheduled event, have the sole authority to determine the appropriateness of all scenery/props/decorations.
- J. The use or possession of any weapon, firearm (including concealed handguns without specific authorization), illegal drugs, alcoholic beverages, and pyrotechnics (including fireworks) and the use of tobacco products on any CHISD property is prohibited.
- K. No animals are allowed at events, except for guide dogs for the visually impaired or service animals required for other medical needs.
- L. Applicant shall obtain prior written approval from the office of the Director of Facilities & Grounds located at the

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD REGULATION
(EXHIBIT A)

- CHISD Maintenance Facility before using or contracting to use inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, animals, reptiles, and the like on District property.
- M. All trash or recycle container pick-ups, other than those normally scheduled, which are required as a result of the organization's event will be paid for by the organization.
 - N. Groups/organizations reserving a District facility may not post any signage on District property except at the facility during the scheduled date and time of the facility reservation. All signs (inside and outside) must be freestanding or suspended from existing hardware. Groups/organizations shall not use nails or screws of any kind that will penetrate the facility.
 - O. Groups/organizations using school facilities are responsible to enforce all restrictions. Failure to adhere to District procedures and Board Policy GKD (Local) and its Regulations may result in forfeiture of the current utilization and future use of District facilities.
 - P. The District may require the presence of police during competitive athletic events and other events involving large crowds. Generally, one police officer should be on site for every 150 people at competitive athletic events and every 250 people at noncompetitive events. The officer in charge will have authority to call for additional officers if attendance exceeds projections or other circumstances indicate a need. At the District's discretion, security officers may be assigned in lieu of police officers. The organization will be charged a fee for the police officer(s) and/or security officer(s) at the rates listed in the Cedar Hill ISD Administrative GKD Regulation (Exhibit B).
 - Q. Food and/or drinks are not allowed in gymnasiums.
 - R. Use of district kitchens will only be allowed under the supervision of an employee of the Cedar Hill ISD Child Nutrition Department. All costs will be billed to organizations at the rates listed in the Cedar Hill ISD Administrative GKD Regulation (Exhibit B).
 - S. Open flames are not allowed on any school property unless approved for food warming.
 - T. Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes, or other unauthorized areas such as sidewalks, parking islands, or playfields.

1.7 SPECIFIC CONDITIONS FOR THE PERFORMING ARTS CENTER (PAC)

- A. The PAC consists of different units:
 - a. A Concert Theatre; and
 - b. A Blackbox Theatre
- B. In each theater, a fixed conventional lighting rig and sound system with a limited selection of wired microphones are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc...) are to be provided by the applicant/lessee.
- C. Applicant shall provide ushers for all events; otherwise, Cedar Hill ISD will impose an additional charge to provide the ushers. (1 usher per 200 attendees)
- D. Rental shall be determined on an hourly basis with a minimum of two hours for each rental period.
- E. Rental fees shall be the same for set-up, rehearsals, and performances.
- F. A minimum of two technicians shall be hired for each rental period at the expense of the applicant/lessee. As a general rule, technicians must be employees of Cedar Hill ISD. If the District deems it necessary to have additional labor, each additional employee shall be paid for by the organization.
- G. The applicant understands that the technicians will be paid for one hour prior to each rental period to allow for set-up and a minimum of one hour following the termination of each rental period for clean-up.
- H. The number of custodians necessary for the event and the hours worked will be determined by the District upon review of the *Facility Reservation Request*.
- I. The organization shall ensure that all technical personnel are adequately briefed in the operation of the PAC's equipment by the PAC staff prior to the first rehearsal. This briefing should be scheduled with the PAC Manager, at the PAC Manager's convenience, no later than 10 calendar days before the event. Failure to do so will result in standard "lights on, mic on" technical setup.
- J. All technical aspects of the setup, lighting, sound, special effects, video, electronics, etc. are subject to the approval and supervision of the PAC Manager.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD REGULATION
(EXHIBIT A)

- K. Any and all prerecorded music to be used in conjunction with an event must be tested on the PAC sound system before the event. Music is limited to compact disc only and all music must be on one disc for the event. The PAC Manager reserves the right to refuse to play recordings of inferior quality and/or questionable content.
- L. The organization shall not tamper or change in any way: fire, safety, electrical, HVAC, or stage equipment without the authorization of the PAC Manager.
- M. The organization shall provide a Stage Manager or equivalent that will be responsible for the supervision of the organization's activities backstage area. The organization and its participants are responsible for all personal belongings.
- N. Each audience member must be seated in a fixed seat prior to the start of the performance. Sitting or standing in the aisles is prohibited.
- O. No food or drink of any kind, other than bottled water, is allowed in the performance spaces.
- P. Performances lasting longer than ninety minutes will require an intermission.
- Q. Fire, pyrotechnics, candles, or open flames of any type are strictly prohibited.
- R. The use of smoke or fog generating equipment is prohibited.
- S. Rental period starts when the first attendee, staff member, or performer from the renting organization enters the building and ends when the last person from the renting organization leaves.

1.8 FOR PROFIT FACILITY USE BY FULL-TIME DISTRICT EMPLOYEES

- A. Subject to availability, a full-time District employee will be eligible to request for-profit use of District facilities under Group E as detailed in GKD Regulation (Exhibit B). The rental of facilities must support a District program and the full-time employee renting the facilities is not allowed to use his or her employee status to secure use of CHISD facilities for another group or individual whose primary purpose does not directly support a District program. Any fees associated with administrative oversight, technical oversight, custodial services, food services, or any other A for-profit rental must not exceed eight hours per day.
 - a. The District employee shall manage the facility as his or her personal business and assume all risks and responsibilities.
 - b. The District employee is responsible for compensating additional workers and covering any additional expenses.
- B. The District employee will work collaboratively with the other camp owners and the administration to avoid conflicts between events and the campus.

1.9 CRIMINAL BACKGROUND CHECKS

Approved organizations agree to prohibit employees, agents, or others who have been convicted of: (a) a felony under Texas Penal Code Title V; (b) an offense requiring registration as a sex offender under Texas Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

Cedar Hill ISD retains the right to process individuals through the Raptor Visitor System and refuse any individual access to our school facilities.

1.10 USE OF FACILITIES FOR FUNDRAISING

Per Board Policy, GKB (Local), school facilities shall not be used to advertise, promote, sell tickets or collect funds for any non-school-related purpose without prior approval of the Superintendent or designee.

Section 2: Cedar Hill ISD Schedule of Minimum Insurance Requirements

2.1 INSURANCE REQUIREMENTS

Organizations classified as Groups C and D in GKD Regulation (Exhibit B) must provide an Accord Certificate of Insurance with types and limits of insurance given below at the time of submission of the *Facilities Use Agreement*. Agreements received without an accompanying Accord Certificate of Insurance will be declined and returned.

The Applicant/Lessee must provide an Accord Certificate of Insurance with types and limits of insurance given below. **The Accord Certificate of Insurance shall name Cedar Hill Independent School District as a Certificate Holder.** Cedar Hill ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

- A. Organizations listed in Cedar Hill ISD's GKD Regulation (Exhibit B) classified in Groups C [charitable organizations 501(c)(3)], and Group D [for profit organizations] shall provide evidence of current Comprehensive General Liability insurance coverage which shall apply to the acts or omissions of the organization and its employees, agents and volunteers and be in the amount of at least \$1,000,000 for each occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate.
- B. During the term of rental, should an organization classified in Groups C [charitable organizations 501(C)(3)] or Group D [for profit organizations] that require the use of a vehicle to be driven within the boundaries of Cedar Hill ISD property, the organizations shall provide a Certificate of Insurance with the named entity as INSURED, and Cedar Hill ISD named as a Certificate Holder, with coverage for Automobile Liability at a minimum of \$500,000 combined single limit.
- C. All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current Best Book, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or it's designee, and is acceptable to Cedar Hill ISD. The insured shall be the named Organization. Cedar Hill ISD should be listed as "Additional Insured". The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Agreement for Use of Cedar Hill ISD Facilities. Cedar Hill ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.