

KENNEDALE ISD

*FACILITY USE
AGREEMENT PACKAGE*



*KENNEDALE HIGH
SCHOOL
Performing Arts Center*

Please complete this package and return to:
Facility Operations
120 W. Kennedale Parkway
Kennedale, Texas 76060
817-563-8015

Kennedale Independent School District
120 W. Kennedale Parkway, Kennedale, TX 76060 Facility Use

Request Form

Event Date(s): _____
Organization Name: _____
Event Name: _____
Event Type: _____
Billing Address: (street) _____ (apt./PO box) _____
Billing Address: (city) _____ (state) _____ (z.ij) _____

Contact/Submitter Name: _____
Contact Person Phone Number: _____ cell number _____
Contact Person E-mail _____ fax _____
Estimated number of Participants: _____ Estimated attendance _____
Entrance Fee or Participation Fee Charged _____ Yes _____ No

Facility Requested Campus _____

_____ Cafeteria _____ Kitchen
_____ Classroom _____ Gymnasium # _____
_____ Auditorium* _____ Football Field (KJHS)
_____ Baseball Field* _____ Softball Field*
_____ Indoor Facility* _____ Tennis Courts*
_____ Wildcat Stadium*
_____ PAC* (_____ Band Hall _____ Green Room)

*** Facilities Use Request must be submitted to:**
Kennedale ISD Facility Operations

120 W. Kennedale Parkway, Kennedale, Texas 76060

Phone: (817) 563-8015 Fax: (817) 483-3691

*******DEPOSIT IS REQUIRED IN ORDER TO SECURE DATES.*******

Signatures on this form only verify dates are available on School Calendar.

Approved _____ Not Approved _____ Fine Arts _____
Approved _____ Not Approved _____ Athletic Director _____
Approved _____ Not Approved _____ Principal _____
Approved _____ Not Approved _____ Associate
Superintendent _____
Approved _____ Not Approved _____ Cafeteria Director _____
(if needed)

**KENNEDALE INDEPENDENT SCHOOL DISTRICT
FACILITY USAGE (NON-KISD ORGANIZATIONS)
ADMINISTRATIVE PROCEDURES**

FEES

All organizations will be required to pay fees for the use of any KISD facility. Approved non-profit groups will pay a usage fee to cover utility costs and fees for custodial and supervisory services. Groups that are not approved for a fee waiver will pay the full rental fee, in addition to other supervisory, custodial, and personnel fees according to the facility rented.

APPROVED RENTAL FEE WAIVER ORGANIZATIONS

Groups and organizations that may be eligible for facility use with no rental fee are listed below. These groups will still be required to pay a usage fee to cover utility costs and any supervisory or custodial fees, as appropriate.

The decision to waive the rental fee is made on a case-by-case basis when a Facility Use Agreement Form is submitted. Receiving a waiver from rental fees for one usage does not guarantee that the rental fee will always be waived for that group or organization. The Superintendent or designee will determine which groups or organizations are eligible for facility use under this category.

1. Groups and organizations within the district boundaries defined as school-support organizations or that are composed primarily (approximately 90%) of KISD students, such as:
 - a. PTA's
 - b. Booster Clubs
 - c. Employee organizations

CANCELLATIONS

KISD reserves the right to cancel an event due to KISD campus emergency or inclement weather. The district will work to reschedule event with organization on date agreeable to both parties. If no date is available, any monies received for services that were not used will be refunded to the organization.

STAFF SERVICES

Except as provided for in the Facility Use Agreement Form for specific facilities, custodial and/or maintenance services shall be at the rate of \$30.00 per hour. There will be two (2) hours added to the time reserved for custodial and supervisory costs to prepare and clean up the facility. Supervisory services shall be at the rate listed in the Facility Use Agreement Form.

SECURITY STAFF

Security Staff is required on all non-KISD rentals. Officers are paid \$35 an hour. A minimum of 4 hours are required. Payment will be paid directly to the officer at the end of the event.

CONCESSION STANDS

When a concession stand is requested, District organizations shall have the right to operate the concession stands and keep all proceeds from the sale of items. When a concession stand is

requested and a District organization does not want to operate the concession stand, a standard fee, as listed in the Facility Use Agreement Form, shall be charged for use of the concession stand by the nonschool organization.

FEES DUE

A 50% deposit shall be made when the Facility Use Agreement Form is submitted. The balance of all rental and/or usage fees is due a minimum of two (2) weeks prior to the scheduled event. Payment for personnel services (**supervisory, ushers, custodial, etc.**) is due a minimum of two (2) weeks prior to event.

If an event lasts longer than the time that was specified in the Facility Use Agreement Form, the organization shall be charged rental fees and other fees for the additional time and all associated fees. (Supervisory, custodial, usher, etc.)

FAILURE TO PAY

Failure to pay fees may result in legal action to allow KISD to recapture the agreed on fees and any allowable legal expenses.

LIABILITY INSURANCE

Organizations are required to provide proof of current liability insurance, with “Kennedale Independent School District, its officers, employees and agents” named as an additional insured with the minimum coverage amounts stated in the Liability Insurance Requirement Addendum. Reservations will not be considered complete until the Certificate of Insurance has been received by Kennedale ISD.

RENTAL BY SCHOOL DISTRICTS FOR PLAYOFF GAMES

Separate guidelines are set up for the rental of any KISD facilities by another school district for playoff games in conjunction with UIL and/or TAPPS competitions. Those separate guidelines are in addition to these Administrative Procedures.

Kennedale Independent School District
Performing Arts Center Use Rules

Sponsors of organizations which use the Kennedale ISD Performing Arts Center (PAC) are responsible for reading the following rules and communicating them to their students, parents, and audience members as appropriate. Please sign the bottom half of this page and return a copy with the Facility Use Request Form.

1. The sponsoring organization is responsible the following:
 - * **2 Ushers are required. More may be required by KISD depending on event size.**
 - * **Chaperones for students/children (required – minimum 20:1 – actively supervising, not in the audience)**
 - * Concession workers if appropriate
2. Sponsoring organization's staff is responsible for their students and their patrons.
3. The sponsoring organization is liable for remaining within safe occupancy limits.
4. Participants and audience members will not be admitted to enter the PAC until the sponsoring teacher(s)/administrator(s) is/are present.
5. Audience must remain in the lobby until the sponsoring organization House Manager requests that the doors be opened –no more than 30 minutes prior to the event.
6. The PAC student technicians are responsible for operating lighting, sound, and stage equipment in the PAC. Organization sponsors shall direct all concern regarding student technicians to the assigned supervisor.
7. The sponsoring organization's House Manager is responsible for the following: Indicating when the house is ready for a performance to begin, supervising ushers, concession workers, security, parking and other house personnel during the entire event. Indicating intermission times, and communicating with the PAC staff and technicians.
8. The sponsoring KISD teacher(s) and or administrator(s) must remain on site until all student participants have left the PAC.
9. Food, Drink and gum are not allowed in the auditorium at any time. Ushers should remain posted at each door of the Auditorium to enforce this provision.
10. Aisles shall be used only as passageways and shall be kept unobstructed at all times.
11. Glitter, confetti, or any similar decoration is not allowed in the PAC.
12. Helium balloons are not allowed in the Auditorium, except on stage as part of a production, subject to prior approval.
13. Nothing may be attached to the arms of the aisle seating.
14. Any equipment, instruments, scenery, props, costumes, concessions, or other event related items must be removed from the premises by the final stated facility lock down times.
15. If tape is needed to mark the stage, appropriate stage tape may be used. Any other type of tape may not be used without approval of the school district. No tape is allowed on walls, floors, or doors. Fees will be charged for damage.
16. Contracted time limits shall be strictly observed. Rental organizations must clear the stage and backstage area within the rental hour or an additional fee may be charged.
17. Prior approval must be given by the district before signs, banners and/or pennants are erected, and they shall not deface the property. In no event shall signs, banners and/or pennants be in place more than one hour prior to the rental/use period, nor more than one hour after the rental/use period.
18. Children shall be supervised at all times and remain in their assigned area(s).
19. Vehicles shall be parked in designated parking spaces only. Vehicles not in parking spaces and/or blocking entrance, exits, or driving paths are subject to towing. It is the responsibility of the contact person to ensure that patrons know the rules.

20. The use of tobacco, alcoholic beverages, or drugs is illegal and strictly forbidden on all school district property. It is the sponsor's responsibility to report any violations to the Kennedale Police Department officer on duty. If the violator is a student, it is the sponsor's responsibility to also notify district of the violation.
21. Animals are not permitted in the PAC except for persons with disabilities or when associated with a performance, subject to approval of the district.
22. The building shall be left in a neat and orderly condition. All user groups shall be held responsible for reimbursing the cost of damage, loss, or excessive cleaning charges incurred through their use of the facility. Losses or damages may result in the loss of privilege of future use.
23. All activities shall be orderly and lawful and not of the nature to incite others to disorder. Reasonable security arrangements, as determined by the school district, shall be provided appropriate to the type of event for which the facility has been contracted.
24. The number of participants may not exceed the authorized capacity of the facility.
25. Participation shall not be restricted for reasons of race, religion, sex, creed, national origin, sexual orientation, or disabilities.
26. Organizations shall comply with all federal, state, and local laws, regulations, and licensing requirements.
27. Events lasting more than 2 hours consecutively must have an intermission, and must make arrangements for the technicians and facility staff to go to the restroom or get a drink if necessary.
28. Events lasting more than 4 hours consecutively (not counting restroom breaks) must make arrangements so that the technicians and facility staff have the opportunity to eat.
29. Groups must bring their own clearly marked extension cords, power strips, and all office supplies.
30. Multi-day events must allow a minimum of 9 hours between one evening's end time (door/building locked by KISD personnel) and the following morning's when doors are opened by KISD representative.

Event organizer will be notified of infractions and given opportunity to correct the issues. However, the PAC staff is fully within rights to refuse to continue the event until infraction(s) are corrected. If resolution is not reached in a timely manner, PAC staff is authorized to end the event. Billing will continue until all event equipment, personnel, and audience have left the facility. It is the responsibility of the event organizer to interact with their guests, and any issues of reimbursement or restitution.

I have read the above rules for use of the KISD Performing Arts Center, and I agree to all provisions contained therein.

Organization Sponsor/Contact _____ date _____

Campus (or Organization) Administrator (if applicable) _____ date _____

KISD PERFORMING ARTS CENTER

Non-District Facility Use Agreement

This agreement is a license to use the Performing Arts Center (PAC) in the Kennedale Independent School district (KISD) for the purpose of the performance conditions set out herein and the payment of the fees as set forth.

The undersigned User understands that KISD facilities are reserved each day and at all times for use by KISD students and the User is granted only a license to use the facilities for such a period as the facility is not scheduled for use by KISD.

Conditions of granting license for use:

1. User agrees to use the facility at the times and for the purpose to meet all KISD requirements set out herein and to the payment of set fees.
2. Use of the KISD facility is conditioned upon the requirements set out in the policies and regulations of KISD governing facility use, each of which policy and regulation is incorporated in this license agreement.
3. User agrees to comply with all applicable policies and regulations of KISD and laws and regulations of the City of Kennedale, the State of Texas and of the United States.
4. Limitations on KISD responsibility:
 - a. The facility is licensed for use in its current AS IS, WHEREAS condition, subject to all faults and defects, whether known or unknown to KISD or User.
 - b. Interruption or loss of use of the facility based on such events such as adverse weather, loss of utilities, acts beyond the control of KISD, negligence or other action or inaction by KISD or its officers and employees or other similar causes shall not cause any liability to KISD other than a refund of any fees paid to KISD for the use of the facility at the time scheduled, subject to a deduction by KISD for expenses actually incurred prior to the interruption or loss of use.
5. Only the uses permitted by KISD in this agreement shall be conducted on the KISD facility. The User may bring in only the personal property specifically permitted by KISD.
6. In the event User cancels the use of the facility, User will be entitled to a refund of 75% of the fee paid for the planned use if such cancellation is received 48 hours prior to the planned event. If KISD has incurred expenses, the expenses incurred will be deducted before any fees are refunded.
7. In the event that the District cannot secure the custodial or technical staff necessary for the use of the facility, KISD reserves the right to cancel the existing contract with a thirty day notice.
8. User will indemnify and hold harmless the KISD and its officers, agents and employees from all claims, causes of action and judgments for the injury or death of any person or damages to property that arise, directly or indirectly, from the intentional or negligent act or omission of the User or the officers, agents, employees, guests or invitees of User during the use or occupancy of KISD facilities by User.

Name of User (group) _____

Authorized representative (contact):

Name _____ Title _____

Address _____

City _____ State _____ Zip _____ Phone: () - _____

Accepted by KISD Representative _____ date _____

**Kennedale Independent School District
Performing Arts Center
Liability Insurance**

User group(s) shall purchase, provide and keep in effect during the use period licensed pursuant to this regulation a liability insurance policy, or rider to an existing policy, naming as additional insured "Kennedale Independent School District, its officers, employees and agents," which will provide coverage in the minimum amount of \$500,000 for property damage and \$1,000,000 per person and \$1,000,000 per occurrence for personal injury (including death). Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that result, directly or indirectly, from intentional or negligent act or omission of user's officers, agents, employees, guests, or invitees during the use or occupancy of District. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the District and provided no later than 14 calendar days prior to the use. The User must provide the District with a certificate of insurance attesting the existence of a policy or policies providing coverage required, or, if requested by District, a certified copy of the policy or policies. If a policy contains deductible provisions, user shall be responsible for payment of the deductible amount for any claim(s). **Failure to provide such proof of insurance will result in the cancellation of the event and no refund of fees will be given to the user.**

Note: No reservation is considered complete until the Certificate of Insurance has been received. The signature below states that you understand and accept the responsibility to provide proper insurance.

Organization Sponsor/Contact _____ date _____

REQUESTED SERVICES/ INVOICE
Performing Arts Center (PAC)

Event: _____ **Event Date:** (____/____/____)

Day of Event: _____

Section (1) Facilities Requested:

- A. PAC (____) Time in: ____ Time out: ____ \$ _____
Performance day \$2500.00 per day
- B. PAC (____) Time in: ____ Time out: ____ \$ _____
\$1000.00 per day
 (Rehearsals only)
- C. **Wildcat Auditorium** (____) Time in: ____ Time out: ____ \$ _____
\$1000.00 Performance Day Admission /entrance fee
\$700.00 No Admission/ performance day \$ _____
\$200.00 Rehearsal only \$ _____

Green Room (____) \$250 per day \$ _____
 (Green Room not Available Mon-Friday School Weeks before 3pm)

Band Hall (requires band director approval) (____) \$500 per day \$ _____
 (Band Hall not Available Mon-Thursday School Weeks, or before 4pm Friday school weeks)

Concessions (____) \$50 per day \$ _____

Additional rooms/HS (____) \$50 per day \$ _____

Cafeteria Table Rental (____) \$20 per day each table \$ _____

Cafeteria Chair Rental (____) \$5 per day each chair \$ _____

Marley Floor Rental (____) \$100 per day \$ _____

All Items Below:

Additional Items/Rooms Requested (in advance) by the renter

8ft Folding Tables (4 available) Number Requested (____)

Microphones (2 hand held and 2 lavalier available) Number Requested (____ / ____)

Extra Trash Cans (6 included in PAC Rental) Number Requested (____)

Folding Chairs (10 available) Number Requested (____)

Dressing Room – Men Requested (____)

Dressing Room – Women Requested (____)

Foyer Furniture may be arranged differently by renter with PAC Manager Supervision.

PAC Regular Hours of Operation shall be 8am-11pm

All renters and patrons shall be clear of the PAC by 11pm (This includes take-down time after final performance).

This form is required for each day of rental use. ½ of total rental cost for event is due as deposit when event is scheduled, remaining balance due 14 calendar days prior to event. Any excess in time and/or services will be billed in arrears.

There shall be no set-up, rehearsals, or performances on School Days before 3pm in the PAC without prior approval (48 hours' notice) from the PAC Manager.

Specific Times Light and Sound Tech Needed on Site _____

Specific Time to set-up on day one (not before 8am) _____

Specific Times for Rehearsals prior to performance _____

Specific Start Time for Performance (single performance) _____

Section (2) Personnel Services required: Include (1) hour prior to event & (1) hour after to be added for either Supervisor or Custodian. Must have KISD personnel in building at all times. Supervisory, Custodial, and Ushers must be KISD employees.

Supervisor # 1 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/minimum (4 hours)

Supervisor # 2 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/minimum (4 hours)

Custodian #1 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Custodian #2 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Custodian #3 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Custodian #4 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Usher #1 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Usher #2 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Usher #3 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Usher #4 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Usher #5 Time in: ____ Time out: ____ = ____ Hours \$ _____
\$30 per hour/ minimum (4 hours)

Total Event Cost for (Date: / /) \$ _____ Total of Sections 1 & 2

This form is required for each day of rental use. 1/2 of total rental cost for event is due as deposit when event is scheduled, remaining balance due 14 calendar days prior to event. Any excess in time and/or services will be billed in arrears.

Sections 3 and 4 are required, but are to be paid by event organizers at conclusion of event.

Section (3) Security Officers: A Police Officer is required at all events. Depending on size of event, additional officers may be required by KISD. Officers are to be paid at the by end of the event by organizers.

(____) officer(s)
\$35 per hour/ minimum (4 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

(____) officer(s)
\$35 per hour/ minimum (4 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

(____) officer(s)
\$35 per hour/ minimum (4 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

(____) officer(s)
\$35 per hour/ minimum (4 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

Section (4) Technicians: Technicians are needed to run KISD equipment. They will be scheduled by KHS Theater Director and will be paid by event organizer at conclusion of the event.

Tech #1
\$15 per hour/ minimum (2 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

Tech #2
\$15 per hour/ minimum (2 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

Tech #3
\$15 per hour/ minimum (2 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____

Tech #4
\$15 per hour/ minimum (2 hours)

Time in: ____ Time out: ____ = ____ Hours
\$ ____