

Kerrville Independent School District Facility Use Agreement

Kerrville Independent School District (hereinafter the District), agrees to let:

_____ (*individual, group, or organization*) (hereinafter Lessee), use

the _____ (*name of facility*) at

_____ (*location or campus*) on _____ (*date*), between

the hours of _____ and _____ subject to the following conditions:

1. That the Lessee pays \$ _____ (*total rental fee*) and \$100 (*deposit*). The deposit is refundable if premises are left in a condition satisfactory to the Superintendent or designee. Payment of charge and deposit must be made to the campus principal, athletic director or superintendent as applicable (see admin. Reg. GKD-R), when the agreement is signed but at least 10 days in advance of the use of the facility.
2. That the Lessee will also pay a charge of \$30 an hour / per person for school personnel needed in connection with its use of the facility.
3. That the Lessee will use the facility only for the purposes consistent with law, local policy, and as follows:
Facilities are to be used for their intended purpose, i.e. a sports field is to be used for field sports; a gymnasium is to be used for indoor sports that do not damage the floor or other interior features of the facility; a cafeteria / auditorium is to be used for dining, meetings, or performances.
4. That upon completion of this use, the Lessee will be responsible for restoring the facility to the condition observable prior to this use.
5. The District may cancel a scheduled non-school use if an unexpected conflict arises with a District activity.
6. That the District may revoke its permission to use the facility at any time it is determined that a group's use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
7. That the Lessee will not allow the possession or use of alcohol, firearms, or illegal drugs, or the use of tobacco products, on District property.
8. That the Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the Lessee.
9. That the Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the rental.

- 10. That the Lessee agrees to assume all liability and to hold harmless and indemnify the District, its Trustees, employees, and agents from any and all liability arising out of the Lessee's use of District facilities.

- 11. That the Lessee will furnish evidence of liability insurance coverage in the amount of no less than \$100,000 per person / \$300,000 per incident and \$10,000 for property damage for the event, and shall name the District as an additional insured on the policy as specified by the District.

Executed on this _____ day of _____ (*month*), _____ (*year*).

Name _____

Position _____

Organization _____

Lessee _____

Name _____

Position _____

Kerrville Independent School District _____