

Fredericksburg ISD

Facility Usage Agreement



**Fredericksburg ISD
234 Friendship Lane
Fredericksburg, TX 78624
830-997-9551**

Statement of Purpose

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. It is the policy of the Fredericksburg Independent School District to encourage the use of school buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, community use of school buildings and grounds for educational, recreational, civic and cultural activities shall be permitted so long as such use does not conflict with the use of public school buildings and grounds for public school purposes and activities, with state and federal laws, with local ordinances or with the proper care and maintenance of school facilities and grounds.

Fredericksburg ISD

Building/Field Usage Guidelines

Facilities: All district facilities excluding office spaces.

User Group Designation:

Group 1 – School Related Non-Profit Organizations (FISD)

1. School-sponsored clubs and activities
2. School related groups designated non-profit such as PTO, PTA, booster clubs, educational foundations that serve primarily Fredericksburg ISD students (75% or greater of participants). A roster of participants, with Fredericksburg ISD students indicated, may be requested.

District facility usage fee and insurance requirements are waived for Group 1. All other policies and procedures will be enforced.

Group 2 – Non-Profit Community Organizations

Youth sports, youth scouting groups, youth athletic groups, youth sports camps/clinics and other organizations having a recognized 501(c) 3 status and desiring to use District facilities for educational, recreational, and civic activities.

District facility usage fees will be waived for Group 2 for usage during school hours and prior to 6:00 P.M. on school days. District facility usage fees will apply at all other times. A copy of 501 (c) 3 status from the Office of Secretary of State must be provided. District insurance requirements will apply. All groups will be required to clean the area which they use.

Group 3 – Non-youth, Non-Profit

1. County/state/national government, service clubs
2. Religious groups/churches
3. All other groups not included in groups 1 or 2

Group 4 – For profit

1. For-profit youth groups
2. Corporate businesses
3. Personal businesses

Long-Term Use:

Organizations will be limited to a nonrenewable one-year maximum contract for school use. A contract extension or renewal may be granted at the discretion of the Superintendent or designee. All outside signs/banners must be removed immediately after the conclusion of the scheduled meeting. No new school building will be rented for long-term use the first school year in which it opens. Long-term contracts are not available at the Administration Building.

Insurance:

The organization requesting the use of a district facility must furnish evidence of liability coverage for the event(s). This evidence should consist of an original Certificate of Insurance with Certificate Holder named with a minimum \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability Coverage. Access to the facility shall not be permitted until the Application and insurance has been screened and approved. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the district. The insurance requirements may be waived for school sponsored or school related groups such as those listed in Group 1.

Facilities Exempt from Rental:

The following facilities are not available for non-school use: Offices, concession stands (without Booster Club approval), and new school facilities less than 1 year old. Recently repaired and/or renovated facilities will be available at District discretion.

Fees:

1. Custodial: There will be no custodial fees during regular operational hours unless it is not a school-related event. These hours are from the start of the school day until the end of the school day when students and/or staff are present. Organizations requesting the use of facilities beyond these hours will be required to hire custodial services to be provided by the district. Custodial services fees will be \$25 per hour with a two hour minimum charge. The District reserves the right to determine the number of custodians needed based on group size and square footage.
2. A \$50 fee may be charged to open and close a building on weekends. This fee will be waived if a district employee will be present at all times and able/responsible for securing the building.
3. Fees for damages will be assessed and may result in loss of further use of district facilities.
4. A deposit will be required and payment in full is required no later than 30 days after the event. For extended rentals, monthly payments are required in advance.
5. Non-payment of any fees will result in immediate suspension of building use privileges and loss of future facility use.
6. A food service employee will be required to be in attendance for the use of any cafeteria at a rate of \$25 per hour with a two hour minimum charge.
7. If a fire alarm is pulled without due cause, there will be \$75 fee assessed to reset the alarm system.

General Rules and Procedures:

1. Groups or individuals wanting to rent FISD facilities must obtain a Facility Rental Information packet found on the FISD website, at any FISD campus, or at the FISD Operations Department.
2. Priority for rental request will be based on category in which the request falls. The priority order will be Group 1, Group 2 and Group 3.
3. All rental agreements will be handled by the Operations Office.
4. The following documentation must be on file with the FISD Operations Office before a rental agreement will be prepared:
 - a. The Facility Rental Information packet completed and signed.
 - b. A current insurance certificate with limits of at least \$1,000,000 (may be waived for Group 1 organizations).
 - c. A roster of student participants for any group requesting Group 1 rates (if requested).
 - d. A copy of the 501 (c) 3 status from the Office of the Secretary of State, if requesting non-profit status.
5. It is the sole responsibility of the renter to provide these documents. No reminders will be issued from the Operations Office.
6. Rental agreements must be processed no later than 21 days prior to the event.
7. Payment in full is required no later than no later than 30 days after the event.
8. For extended rentals, monthly payments are required by the first of each month.
9. Any changes to the signed contract must be made **no later than one week** in advance. Rental amounts will not be decreased after the fact if the facility is not used for the entire contracted time.
10. School facilities will not be rented on school holidays or the weekend immediately preceding or following those designated holidays for non-school related events pending the district is able to obtain a custodian to work a holiday weekend.
11. School facilities will not be rented on the evening immediately preceding or during the designated State testing days (STAAR Tests).
12. All users of school district facilities shall
 - a. Ensure that permission to use the facility or any portion thereof shall not be transferred to a third party.
 - b. Ensure that district facilities are left neat and in orderly condition ready for the next school day.
 - c. Ensure that all signage and decorations be taken down following an event. Decorations may not deface property.
 - d. Ensure the use of open flames, such as candles, are not used.
 - e. Ensure that no fixtures, equipment, or furniture shall be removed from any building.
 - f. Ensure that all food and drinks are only allowed in designated areas and must be removed and the area left clean after the event.
 - g. Ensure that no smoking takes place in district buildings and/or on school property.
 - h. Ensure that alcoholic beverages or drugs in any form are not permitted or to be served in buildings or on school grounds in accordance with Texas State Laws and Drug Free Schools policy.
13. No chairs are allowed in the gym areas. Any damage caused by these items will be assessed to the renter and may result in loss of further use of District facilities.
14. No equipment or supplies of the renters will be stored on school property.
15. All children must be supervised at all times and remain in assigned areas.

16. District equipment, such as public address systems, microphones, speakers, audio/video equipment, risers, and projectors, is not available for use by outside organizations unless prior approval has been obtained from FISD.
17. No electrical appliances will be allowed in the school building.
18. Fredericksburg ISD has the right to refuse and/or terminate a rental. Reasons include but are not limited to the following: space availability, over usage of facility, failure to pay in a timely fashion, failure to comply with all rules and regulations, recurring losses and/or damage, inappropriate behavior by the renter or their audience.

Please see the fee schedule on the following page to determine facility use rates

**FREDERICKBURG ISD
FACILITY USAGE FEES**

(All fees are based on an hourly rate with a two hour minimum charge.)

Facility:	Group 1	Group 2	Group 3	Group 4
Administration Building				
Board Room	N/A	\$ 40	\$ 60	\$ 75
Conference Room	N/A	\$ 35	\$ 50	\$ 50
Elementary School				
Kitchen and Cafeteria **	N/A	\$ 75	\$ 100	\$ 100
** Cafeteria Employee fee-Min 2 hrs.	N/A	\$ 25	\$ 25	\$ 25
Cafeteria and Stage*	N/A	\$ 50	\$ 75	\$ 75
Classroom (single)	N/A	\$ 35	\$ 50	\$ 50
Library	N/A	\$ 50	\$ 75	\$ 75
Gym	N/A	\$ 50	\$ 75	\$ 100
Middle School				
Kitchen and Cafeteria **	N/A	\$ 75	\$ 100	\$ 100
** Cafeteria Employee fee-Min 2 hrs.	N/A	\$ 25	\$ 25	\$ 25
Cafeteria and Stage*	N/A	\$ 50	\$ 75	\$ 75
Classroom (single)	N/A	\$ 35	\$ 50	\$ 50
Library	N/A	\$ 50	\$ 75	\$ 75
Field	N/A	\$ 50	\$ 75	\$ 75
Competition Gym	N/A	\$ 50	\$ 75	\$ 100
Practice Gym	N/A	\$ 35	\$ 50	\$ 75
High School				
Kitchen and Cafeteria **	N/A	\$ 75	\$ 100	\$ 100
** Cafeteria Employee fee-Min 2 hrs.	N/A	\$ 25	\$ 25	\$ 25
Band/Choir Hall	N/A	\$ 35	\$ 50	\$ 50
Library	N/A	\$ 50	\$ 75	\$ 75
Classroom (single)	N/A	\$ 35	\$ 50	\$ 50
Competition Gym	N/A	\$ 60	\$ 85	\$ 125
Practice Gym	N/A	\$ 45	\$ 60	\$ 100
Football Stadium	N/A	\$ 0	\$ 0	\$ 0
Softball Field	N/A	\$ 0	\$ 0	\$ 0
Baseball Field	N/A	\$ 0	\$ 0	\$ 0
Practice Field	N/A	\$ 0	\$ 0	\$ 0
Field Lights	N/A	\$ 25	\$ 25	\$ 25
Practice on any field ****	N/A	\$ 150	\$ 150	\$ 150
Auditorium *, ***				
Half Day (1-4 hours)	N/A	N/A	N/A	\$ 1,200
Full Day (4 hours +)	N/A	N/A	N/A	\$ 1,800
Lighting/Sound	N/A	N/A	N/A	\$ 50
Custodial	\$ 25	\$ 25	\$ 25	\$ 25

- * Supervisor and/or custodian required for usage of facilities. District determines whether one or both personnel are needed.
- ** Food service personnel required for kitchen usage.
- *** Security needs are at the discretion of the district.
- **** This fee is an “up to” value based on how many practices are scheduled per season. Charges will be based on the practice dates listed on the facility agreement.

Facility Usage – Personnel Fees

(All fees are based on an hourly rate with a two hour minimum charge.)

Supervisor/Administrator	\$30 per hour per employee
Custodian	\$25 per hour per employee
Food Service Personnel	\$25 per hour per employee

All personnel are secured by FISSD. The number of personnel is determined by event type, event size and administration.

FREDERICKSBURG ISD
ACKNOWLEDGEMENT OF RENTAL INFORMATION

Activities conducted in school facilities must meet the policies and regulation of the Fredericksburg Independent School District, its Board of Trustees, and all state and local laws.

The following must be on file prior to scheduling the rental of any district facility no later than 21 days prior to the event:

1. The Facility Rental Information packet completed and signed.
2. A current insurance certificate with limits of at least \$1,000,000 (may be waived for Group 1 organizations).
3. A roster of student participants for any group requesting Group 1 rates.
4. A copy of the 501 (c) 3 status from the Office of the Secretary of State, if requesting non-profit status.

Per GKD (Local), the District administration 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.

A deposit is required at rental and payment in full is required no later than 30 days after the event.

The undersigned agrees to be responsible to Fredericksburg ISD for the use and care of all rented facilities and to conform to all policies and regulations as set forth in the attached Facilities Rental Information.

This organization represents to the Fredericksburg Independent School District that is has read the Facilities Rental Information Packet and agrees to all provisions contained therein. The renting organization understands and accepts that any violation or deviation from these rules may result in fines or fees and loss of future rental privileges as deemed appropriate by the Fredericksburg Independent School District.

Signature: _____

Title: _____

Date: _____

Phone: _____

Address: _____

Approved by: _____
FISD Representative

Date: _____

**FREDERICKSBURG ISD
APPLICATION FOR BUILDING AND FACILITY USE**

Organization: _____

Activity/Purpose: _____

Non-Profit Status: _____

Groups requesting non-profit rates must provide proof of 501 (c) 3 status.
Groups requesting Group 1 rates may be asked to submit a roster of participating students.

Name of Contact: _____ Phone Number _____

Cell Phone: _____ Email: _____

Address: _____

School Requested: _____

Facility Requested: _____

Date(s): _____

Facility Unlock Time: _____

Lock Down Time: _____

Estimated Attendance: _____

Equipment needed: _____

Signature: _____

Date: _____

Office Use:

Application Approved: _____ Denied: _____

Administrators Signature: _____

**FREDERICKSBURG ISD
DISTRICT RELEASE OF LIABILITY**

In consideration of its use of the Fisd facilities, the organization agrees to pay the required rental fees. It also agrees that the Fredericksburg Independent School District, its Board of Trustees, agents, employees and representatives shall not be liable to the organization for damage to person or property regardless of whose negligence or acts of omission cause such injury or damage. The rental organization agrees to indemnify and save harmless the Fredericksburg Independent School District, its Board of Trustees, agents, employees and representatives from all suits, actions, claims expenses, including attorney's fees and damages of any character, type of persons or property rising out of or occasioned by the use of the premises used by the organization, its agents, patrons, visitors, guests, representatives, Employees, or other persons allowed on premises by the organization during the time set forth on the attached forms. The rental organization hereby waives all defects that may exist on the premises to be used by the organization.

Printed Name of Organization Representative

Signature of Organization Representative

Representative's Title

Daytime Telephone

Organization's Name

Physical Address

Today's Date

City/State/Zip