



FACILITY RENTAL INFORMATION

ALL FACILITIES

(EXCLUDING PERFORMING ARTS CENTER)

BUSINESS OFFICE
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Hutto, Texas 78634

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Hutto ISD Rental Policy

The Hutto Independent School District shall permit non-school use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy. Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property (Board Policy GKD (LOCAL)).

Hutto ISD is a tax-supported nonprofit organization established to serve the students and youth residing within the boundaries of the District. The District may, therefore, differentiate among various categories of organizations/groups (such as youth groups, adult groups, nonprofit organizations, for profit organizations, and civic groups) in establishing the length of time that a facility may be used or the fee charged. All organizations/ groups within the same category shall be offered fair and equal access to District facilities.

Any misrepresentation by an organization and/or individual, any abuse of District property, and violation of state, local or federal law and/or any violation of any District policy, rule or regulation may result in 1) the immediate termination of the contract; 2) the requirement to immediately vacate the premises, and/or 3) the denial of the organization's and/or individual's request for future use of the premises.

User/Sponsor Initial: _____

Hutto ISD

Building Usage Guidelines, Rules, and Procedures

FACILITIES PRIORITIES

All District facilities excluding the Performing Arts Center (PAC) Priorities for scheduling the use of school facilities shall be as follows:

1. Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent or designee shall have authority to cancel a scheduled non school use if an unexpected conflict arises with a District activity. (See Board Policy GKD)
2. Meetings and other activities of school support groups organized for the sole purpose of supporting the schools or school-sponsored activities (See Board Policy GE)
3. Meetings and other activities of groups made up primarily of school-aged children.
4. Meetings of employee organizations (See Board Policy DGA).
5. Meetings and activities of other groups on a first-come, first served basis.

USER GROUP DESIGNATION

Group 1: School-Related Nonprofit and Endorsed Organizations

- School-sponsored clubs and activities
- School related groups: Such as PTA, Booster Clubs, Educational Foundations, Service Clubs, Boy Scouts and Girl Scouts

Group 2 facility use rates and personnel fees will apply to Group 1 School-Related nonprofit groups for events held during weekends and for long term use.

Group 2: Nonprofit Organizations

- Nonprofit youth athletic groups that serve primarily Hutto ISD students (90% or greater of participants). A roster of participants, with Hutto ISD students indicated, must be provided.
- Civic organizations, Hutto Homeowners Associations, recognized community governmental organizations, City of Hutto departments, established church congregations within the District
- Community College offerings, Elections

District facility usage fees will be waived for Group 2 during school hours and prior to 6:00 p.m. on school days. District facility usage rates and personnel fees will apply at all other times. District insurance requirements and deposit will apply. If requesting 501(c)(3) status, the Nonprofit Charitable Organization Exemption Form, provided in this packet, must be completed.

Group 3: For-Profit Organizations

- For-profit organizations, companies, or individuals
- Youth athletic groups and select programs who do not primarily serve Hutto ISD students (less than 90% participants)
- All other groups not included in Groups 1 or 2

LONG-TERM USE

All extended day requests may be granted for periods not to exceed six (6) months and at the conclusion of such use. Should the organization desire to continue renting space, the organization will be required to resubmit/update the Facility Rental Application. However, the District reserves the right to evaluate all usage and may elect to deny, modify, and/or select other space options as may be in the best interest of the District.

INSURANCE

The organization requesting the use of a District facility must furnish evidence of liability coverage for the event(s). This evidence should be documented on an original **ACORD Certificate of Liability Insurance form** that has been completed by an insurance agent.

Sections must be completed as indicated on the sample Certificate of Insurance provided in this packet and as follows:

1. **Insured:** The insured name should be the same organization that completed the Facility Rental Information paperwork.
2. **Policy Effective/Expiration:** Certificate dates should show coverage for all requested dates of facility usage.
3. **Limits:** A minimum of **\$1,000,000 under Commercial General Liability** of Each Occurrence is required.
4. **Description of Operations:** Hutto ISD is to be named as an Additional Insured.
5. **Certificate Holder:** Hutto ISD is to be named as the Certificate Holder (address 200 College Street, Hutto, TX 78634).

BUILDING ACCESS

Access to the facility shall not be permitted until the Application and Insurance have been screened and approved. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District.

Access to school buildings shall occur by the assigned school Administrator or custodian. Long-term rental groups are required to have an HISD custodian open and close the facility and remain during the length of the event. All personnel fees apply.

FACILITIES EXEMPT FROM RENTAL

The following facilities are not available for non-school use: offices, classrooms, and concessions stands. In addition, use of HISD kitchen facilities is prohibited unless catering is arranged through the HISD Child Nutrition Department. This department can be reached at 737-327-5171. While outside catering may be allowed, depending upon the scope of the planned event, no outside caterers or volunteer food preparation will be allowed to use the kitchen facilities.

Sales by and operations of food trucks and third-party vendors are prohibited unless they are catering specifically to an event.

DEPOSITS

A **\$400 advance deposit** is required for all rentals and shall be refunded at the conclusion of the event provided the facility is returned to normal school operating condition and no damage has occurred. **A \$600 advance deposit shall be required from continuous/long-term use organizations.**

PERSONNEL AND OTHER FEES

1. **Custodial:** There will be no custodial fees assessed during regular operational hours. These hours are from the end of the school day until 9:00 P.M. on days when students are present. Organizations requesting the use of facilities beyond these hours will be required to have custodial services. Cleanup by event attendees does not substitute for custodial services. If custodial staff are unavailable or not assigned to work the duration of an event, fees will be based upon event cleanup after the event. **The District reserves the right to determine the number of custodians needed based on group size and square footage.**
2. **Administrator:** Required for all middle and high school gym rentals and field rentals. Administrator fees will be added to the rental rate. HISD may assign an administrator for any non-school sponsored event if it is deemed necessary. The administrator will be in attendance for the length of the event.
3. **Health/Safety:** At the District's discretion, outside groups may be required to have security present during an event. Security services will be coordinated through the Security Department and/or the HISD Police Department at the renter's expense. Custodians and Administrators will not be considered security. **For the safety of the rental groups and district facilities, all rental activities are subject to camera surveillance.**
4. **Personnel to open/close building:** An administrator/custodial worker is required to open and close a building after normal business hours or on the weekend. *Note: Staff members that are not on duty and are present in a personal capacity do not fulfill this requirement.*
5. **Fees for damages or excessive cleaning** will be assessed and user billed; and may result in loss of further use of District facilities.
6. **Facility use and deposit fees must be prepaid.** Payment in full is required no later than **5 days prior** to the event. For long term rentals, monthly payments are required in advance on the **first of each month**. Non-payment of invoices will result in immediate suspension of building use privileges and in loss of future facility use.
7. **If a fire alarm is pulled** without due cause, there will be a \$150 fee assessed to reset the alarm system.

All rental agreements are subject to safety, security and emergency management review and approval. All personnel are secured by HISD. The number of personnel is determined by event type, event size and administration. At the Districts discretion, events may be supervised by designated staff, paid at supervisory rate.

PAYMENT

Payment in full is due no less than five (5) days prior to the event. For long-term use, monthly payments are required in advance by the first of each month.

Payments must be submitted via check to the Hutto ISD Business Office and will not be accepted onsite by facilitators, custodians, or other staff. Make checks payable to Hutto ISD and mail to the Business Office, c/o Hutto ISD, 200 College Street, Hutto, TX 78634. **Invoice MUST be included with payment.**

REVISIONS OR

CANCELLATIONS Revisions made to a contract must be received in writing no less than five (5) days prior to the event. Cancellation of a contract must be received in writing no less than forty-eight (48) hours prior to the event. Cancellation of a long-term contract must be received in writing no less than thirty (30) days before the final date of use of the facility. The deposit will not be refunded if written notice of cancellation is not received.

GENERAL RULES AND PROCEDURES

1. Groups or individuals wanting to rent HISD facilities must obtain the most current Facility Rental Information Packet found on the HISD Website at www.hipponation.org/Page/1668. This packet must be filled out completely with user/sponsor initials and signatures where designated *on each page* before accepted for consideration.
2. Rental agreements will be handled by the appropriate school designee:
 - **All gym rentals will be coordinated through the Athletic Office.** This includes all Elementary and Secondary campuses. Please contact Mrs. Jodi Hawkins, Athletics Secretary, by email at jodi.hawkins@huttoisd.net or by phone at 737-327-5726.
 - **All other rentals** must be requested through Mrs. Vicky Melton, Admin. Asst. to the CFO at the Business Office.
 - Please contact Vicky at Victoria.melton@huttoisd.net or by phone at 737-327-5179.
3. **Events cannot be scheduled more than six (6) months in advance.**
4. **Rental agreements must be processed no later than 14 days prior to the event.**
5. **Payment in full is required no later than 5 days prior to the event.**
6. **For long-term rentals, monthly payments are required by the first of each month.**
7. School facilities will not be rented on school holidays or the weekend immediately preceding or following those designated holidays unless it involves the hosting of an athletic playoff event. Pending the availability of personnel, long-term church group rentals may continue to use the facilities for church services.
8. School facilities will not be rented on the evening immediately preceding or during the designated State Testing days.
9. **ALL USERS OF SCHOOL DISTRICT FACILITIES SHALL:**
 - a. Ensure facilities are used solely for their intended purpose.
 - b. Ensure that permission to use the facility of any portion thereof shall not be transferred to a third party.
 - c. Ensure that organizer(s) remains on site until all guests and participants have left school facilities.
 - d. Ensure that organizer(s) supervise and be responsible for the actions and conduct of all persons participating in a facility use event.
 - e. Ensure that District facilities are left neat and in orderly condition ready for the next school day.

- f. Ensure that all signage and decorations be taken down following an event. Decorations may not deface property. Helium filled balloons are prohibited.
 - g. Ensure the use of open flames, such as candles, are not used.
 - h. Ensure that no fixtures, equipment, or furniture shall be removed from any building.
 - i. Ensure that all food and drinks are only allowed only in designated areas and must be removed and the area left clean after the event.
10. HISD facilities are “tobacco and weapon-free zones.” There will be no tobacco use in school buildings and on school grounds. Possession and use of intoxicating beverages or controlled substances on school property is prohibited. (GKA (LEGAL), Education Code 38.006)
 11. **No food or drink are allowed in the gyms, on artificial turf or on track areas.** Any damage caused by these items will be assessed to the renter and may result in loss of further use of District facilities.
 12. No equipment or supplies of the renters will be stored on school property.
 13. All children must be supervised at all times and remain in assigned areas.
 14. District equipment, such as public address systems, microphones, speakers, audio/video equipment, risers, and projectors, is not available for use by outside organizations.
 15. No electrical appliances will be allowed in the school building.
 16. Hutto ISD has the right to refuse and/or terminate a rental. Reasons include but are not limited to the following: student use, 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.
 17. District Athletic equipment is not available for use by renter. Renter must supply own equipment, unless arrangements have been made with the Athletic Office.
 18. Tours of facilities must be arranged in advance with the District Scheduler. An organization may receive one 45 minute tour for a maximum of 3 people. Check-in instructions will be provided and photo ID’s are required for each attendee.

****Please see the fee schedule on page 10 to determine facility use rates.**

ACKNOWLEDGEMENT OF RENTAL INFORMATION

Activities conducted in school facilities must meet the policies and regulations of the Hutto Independent School District, its Board of Trustees, and all State and Local Laws.

The following must be on file with the Business Office prior to scheduling the rental of any District facility, no later than 14 days prior to the event:

- 1. Completed copy of the Facility Rental Information packet*
- 2. \$400 deposit, \$600 if a long-term rental*
- 3. Proof of acceptable liability insurance with Hutto ISD named as an additional insured and policy holder with limits of at least \$1,000,000*
- 4. Nonprofit Charitable Organization Exemption Form for verification of rate category (Proof of 501(c)(3) status)*
- 5. Roster of student participants that includes student's name and campus, as needed to verify the rate category*

Rental fees will be determined by the Superintendent of Schools or authorized designee.

Payment in full is required no later than 5 days prior to the event.

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

This organization represents to the Hutto Independent School District that it has read the Facility 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 Hutto Independent School District.

Signature: _____ Title: _____

Date: _____ Phone: _____

Address: _____

Approved by: _____ Date: _____

Hutto ISD Authorized Representative

HUTTO ISD

FACILITY USAGE FEES

Facility building fees are based on an hourly rate with a two-hour minimum charge.

	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>
Elementary Schools			
Gymnasium	\$35	\$60	\$110
Cafeteria and Stage	\$35	\$60	\$110
Middle Schools			
Gymnasium	\$45	\$80	\$150
Cafeteria and Stage	\$45	\$80	\$150
Volleyball Standards & Nets	\$25 per day	\$25 per day	\$50 per day
MS Grass Field (PM/Wknd Only)	\$25	\$40	\$60
MS Track (PM/Wknd Only)	\$25	\$40	\$60
High School / 9th Grade Campus			
Large Gym	\$55	\$110	\$190
Small Gym	\$35	\$75	\$150
HHS Practice Fields	\$25	\$45	\$65
Volleyball Standards & Nets	\$25 per day	\$25 per day	\$50 per day
9GC Turf Field	\$45	\$100	\$200
HISD Memorial Stadium	\$400 per hour	\$600 per hour	\$1200 per hour
Stadium Scoreboard (flat fee)	\$150	\$150	\$150
Stadium Hospitality Room	\$35	\$50	\$65
Stadium Lights (flat fee)	\$100	\$100	\$200
Tennis Courts	\$10	\$20	\$35
East/West Parking Lots	\$10	\$15	\$25
Cafeteria/Multi-Purpose Room	\$45	\$80	\$120
Personnel Fees			
Supervisor/Administrator	\$45/hr.	2 hr. minimum	
Security (1:125)	\$35/hr.	2 hr. minimum	
HISD PD (1:250)	\$60/hr.	2 hr. minimum	
HISD PD w/Patrol Car	\$75/hr.	2 hr. minimum	
Custodian	\$40/hr.	2 hr. minimum	
Open/Close after hours weekends	\$50	flat fee	

DISTRICT RELEASE OF LIABILITY

In consideration of its use of the HISD facilities, the organization agrees to pay the required rental fees. It also agrees that the Hutto 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 Hutto 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. This release of liability is null and void if altered in any way.

Printed Name of Organization Representative

Signature of Organization Representative

Representative's Title

Best Contact Telephone

Organization's Name

Physical Address

Today's Date

City, State, Zip

Hutto ISD
Nonprofit Charitable Organization Form

This addendum must be completed by all nonprofit charitable organizations in Groups 1 and 2 who are exempt from federal income tax under Section 501(c)3 of the Internal Revenue Code of 1986, and notarized prior to submission of application.

I, _____, as an authorized agent of _____, the rental organization, hereby certifies that the above-named organization,

1. is exempt from federal income tax under Section 501(c)3 of the Internal Code of 1986; and,
2. is a nonprofit corporation, foundation, community chest or fund organized and operated exclusively for one or more of the following purposes; charitable, religious, prevention of cruelty to children or animals, youth sports, youth recreational, promotion of social welfare or educational (excluding private, primary or secondary schools, alumni associations, and related on-campus organizations); and,
3. dedicates its assets to the achievement of the organization's stated purposes; and,
4. normally receives more than one-third (1/3) of its support in any year from private or public gifts, grants, contributions or membership fees; and,
5. does not engage in activities which are not furtherance of one or more of the above specific purposes; and,
6. does not directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
7. does not allow any part of its assets on dissolution of the organization to inure to the benefit of any group, individual, or shareholder.

FOR: _____
(Name of Organization)

BY: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date)

STATE OF TEXAS
COUNTY OF _____

SUBSCRIBED AND SWORN to and before me on this _____ day of _____, 20 _____.

Notary Signature: _____

Notary Seal

Notary Printed Name: _____