

**Hitchcock Independent School District
FACILITIES USE RATES**

- A. Eligible non-profit community organizations may apply to use Hitchcock ISD facilities for meetings, sports, programs, or other events.
- B. Any community sports organization or teams must have at least 75% of the roster containing students attending Hitchcock ISD schools to be eligible to request the use of facilities. **All applications must have a team roster attached so the district can verify the numbers.**
- C. If the application is approved, the group will be charged a facilities use fee to pay for utilities, restroom supplies, or other incidental costs, plus a custodial/district employee, and security fee. Use of Hitchcock ISD facilities by outside groups may not create any expenses for Hitchcock ISD. All payments must be paid at the district Administration Office at least 1 week prior to your scheduled event.
- D. An employee of Hitchcock ISD must be present for the duration of all events.
- E. Use of kitchen facilities will require at least one Hitchcock ISD cafeteria employee to be present. This employee's time and a half rate will also be included in the facilities use fee.
- F. The district will secure the custodial and security staff.
- G. Usage of facilities (except gyms) during the summer months will not be permitted, due to cleaning and routine maintenance.
- H. **All facility requests must be submitted at least two weeks in advance to be considered.**
- I. Special exceptions can be made for open areas in the district.
- J. If the organization does not follow the rules outlined in this document or other circumstances arise the usage agreement can be revoked and any future attempts to use the facility by the organization in the same year will be denied.
- K. **All 13 pages of this documentation must be completed and returned or the application will be automatically rejected.**
- L. If your organization represents Hitchcock ISD students and no fees are charged for games the rates below can be waved upon review. Otherwise the rates below will apply:

Facility	Minimum Four (4) Hours	Each Additional Hour
Gym	In District – \$150.00 Out of District - \$200.00	In District – \$75.00 Out of District - \$100.00
Cafeteria	In District – \$150.00 Out of District - \$200.00	In District – \$75.00 Out of District - \$100.00
Stadium/Baseball field:		
• with lights	In District – \$150.00 Out of District - \$200.00	In District – \$75.00 Out of District - \$100.00
• without lights	In District – \$50.00 Out of District - \$100.00	In District – \$25.00 Out of District - \$50.00
Custodial/District Employee Fee - per facility, <u>per custodial worker</u>	\$50.00	\$25.00
Security Fee - per hour, per facility, per officer	\$70.00	\$40.00

Hitchcock Independent School District
APPLICATION AND CONTRACT FOR USE OF SCHOOL FACILITY

DIRECTIONS: Please complete all details of this application. It must be signed by an officer of the organization requesting use of the facilities. This form must be approved by the campus principal **at least two weeks prior** to the date(s) needed. **Type or print all** of the information below, excluding the signatures.

CONDITIONS OF APPLICATION: In making this application, it is understood and agreed that the provisions of the Rules and Regulations Governing the Use and Rental of School Facilities as adopted by the Board of Trustees of the Hitchcock Independent School District be adhered to in every instance. See the attached "General Provisions" for pertinent excerpts. Furthermore, it is agreed that any fee to be paid in connection with the use of school facilities shall be due and payable upon receipt of a statement from the campus principal.

The applicant hereby agrees and undertakes to save and hold harmless the school district, its officers, agents and employees from any and all claims for damages, personal or otherwise, that may arise out of the use of said property, whether by a member of his/her organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise is brought about or caused by negligence whether on the part of the applicant or the school district or both.

1 Date of application _____

2 Specific Date(s)
needed _____

3 Nature of Activities _____

4 Area of Specific Facilities (Cafeteria, Library, etc.) _____

5 Time Period From AM/PM To AM/PM

6 Admission Charge Yes No

7 Purpose of Proceeds _____

8 Number of Persons
Expected

9 If Special Services or equipment will be needed, please describe your needs
below: (Examples: tables, chairs, PA System, podium, TV/VCR, Overhead, etc.)

Applicant

Name of Organization

Address of Organization

City, State, Zip

Print Title and Name of Authorized Representative

Signature of Representative

Home Address

City, State, Zip

Office Phone

Home Phone

E-mail address

Indicate relationship of your Organization to Hitchcock ISD (if any)

IMPORTANT – If the authorized representative is not to be sent the statement, please send statement to:

Name	_____	Facility Use Charge	_____
Mailing Address	_____	Custodial Charge	_____
City, State, Zip	_____	Personnel Charge	_____
	_____	Total Charges	_____

Date(s) available on Hitchcock ISD Master Activities Calendar: Yes No

Approved: Yes No _____
Director of Facilities/Operations Signature Date

Approved: Yes No _____
Principal or Director Signature Date

- I am an Hitchcock ISD employee and will be present at all times to ensure the proper use of the facilities, note any damages, and secure the facilities after use.

Printed Name of Employee _____

Signature of Employee _____ Date _____

**Hitchcock Independent School District
GENERAL PROVISIONS**

Hitchcock ISD reserves the right to request payment of fees in advance.

Responsibility for enforcement of all regulations shall be with the organization using the facility.

Violation of Rules and Regulations for the use of school facilities or inaccurate or untruthful statements in the application may place the organization on the ineligible list for future use of school facilities.

Alcoholic beverages will not be permitted on school property at any time.

Smoking in school facilities is prohibited by state law. Violations are punishable by a fine not to exceed \$200.00.

Decorations must be fireproof and shall be erected and removed in a manner not destructive to school property.

All loss or damage to school property, including the property of pupils and employees shall be the responsibility of the using organization during the time the building is in use.

Damage or misuse of the facilities and equipment of the school district shall be paid for in full by the organization chargeable with its use.

In all cases, the designated Hitchcock ISD representative shall make the determination of the extent of misuse. All payments for loss or damages are to be made payable to Hitchcock ISD.

The Hitchcock Independent School District, the Board of Trustees, and employees shall not be responsible for injury, damage to or loss of property upon school premises sustained by the applicant.

The individual representatives of the organization using the facilities shall secure the names of witnesses to any accident or damage to or loss of property that may occur during said use and shall furnish to the principal or his designated representative a written report of such accident, damage or loss and shall assume liability which may rise from such accident, damage, or loss.

The use of any paints, cleaners, waxes or other materials on floors or other parts of the building is strictly prohibited unless specific written approval is obtained from the principal or his/her designated representative.

Furniture or equipment may not be removed or displaced except with permission of the school principal or his/her designated representative. All use of equipment must be under the supervision of a school employee.

Buildings will be opened one-half hour before the scheduled program time and closed one-half hour after the scheduled end of the program. The organization will be charged for that entire time. A two (2) hour minimum will be charged for all activities.

Liquefied petroleum gas will not be used in any building or any campus at any time.

A custodian or custodians will be assigned by the principal for all activities which require custodial service for arranging or rearranging furniture and equipment before or after the meeting and for cleaning up. All assigned employees will be paid only by Hitchcock Independent School District. The organization using the building will pay no honorarium and will not tip the custodian or any other employees.

If air conditioning or heating is required, a qualified operator must program the system for the period of time the heating or air conditioning equipment is in use.

All specialized equipment will be operated by employees of Hitchcock ISD.

Corridors, exits, and stairways must be free of obstructions at all times. Members of audience or spectators must not stand or sit so that exits, aisles, or stairways are blocked.

When gymnasiums are used by authorized groups, such as school groups and youth league sponsored activities, gym shoes must be worn by all persons using gymnasium floors for play or game activity. Persons dancing on gymnasium floors should not wear shoes which will be injurious to the floor surface.

If specialized personnel such as "Police, Firemen, or Parking Lot Attendants", are required to assist in the activities requested, these personnel must be secured by the sponsoring organization.

Meetings shall not extend beyond midnight on any occasion.

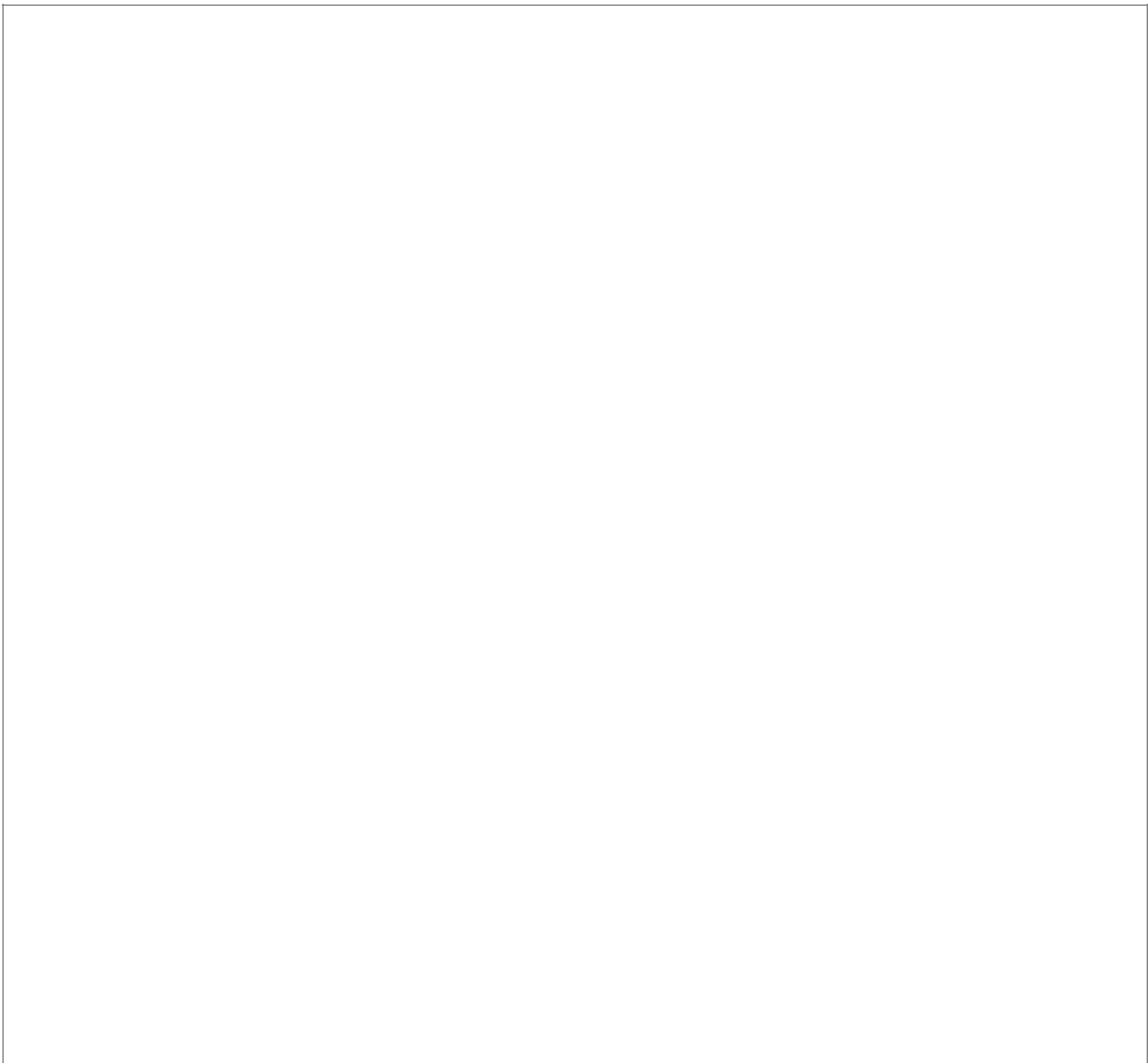
STATEMENT

I have read, understand, and agree to adhere to the General Provisions of the Use of Hitchcock Independent School District facilities.

Date

Signature of Organization's Representative

Schematic for set up



INSURANCE AND LIABILITY WAIVERS

Name of Organization/Event: _____

Start/End Date of the Event: _____

Name of Participant: _____

Name of Parent/Guardian: _____

Address _____

Contact number: _____

Grade Level of participant: _____

Name of School
Participant Attending _____

This is to inform all parents and legal guardians of participants in the _____
_____ (*name of organization/event*) that is required that your child have Accidental
Health Coverage while participating in this event. The Hitchcock ISD, whose facilities the program uses,
is not to be held responsible for any injuries your child may incur while participating in this event.

Any child that is not covered by his or her parents' or guardians' insurance policy will not be allowed to
participate in the event unless the parent or guardian has signed a waiver stating that they will not hold
Hitchcock ISD responsible for any injuries resulting from participation in the event. This waiver is to
include all coaches and anyone they might designate to help them, including family and friends.

This coverage and/or waiver shall be in effect from _____ (*starting date of
the event*), until _____ (*ending date of the event*) and only for
scheduled times and dates established by the event and/or their designees.

*Yes, I have medical accidental insurance coverage for my child while they participate in the _____
_____ (name of event).*

Parent/Guardian Signature Date

*No, I do not have medical accidental insurance coverage for my child. By signing this Waiver, I do not and
will not hold Hitchcock ISD responsible for any injuries my child may incur while participating in the
_____ (name of event).*

Parent/Guardian Signature Date

Initial: _____

PROHIBITED
ACTS

An officer or employee of the District who is acting or purporting to act in an official capacity may not, because of a person's race, religion, color, sex, or national origin:

1. Refuse to permit the person to use facilities open to the public and owned, operated, or managed by or on behalf of the District;
2. Refuse to permit the person to participate in a program owned, operated, or managed by or on behalf of the District;
3. Refuse to grant a benefit to the person; or
4. Impose an unreasonable burden on the person.

Civil Practices and Remedies Code 116.001

RIGHT TO
PRESERVE USE

The District, like a private property owner, may legally preserve the property under its control for the use to which it is dedicated. Lamb's Chapel v. Center Moriches Union Free Sch. Dist., 508 U.S. 384, 113 S. Ct. 2141 (1993)

FORUM FOR
COMMUNICATIO
N

The District may create a public forum of a place or channel of communication for use by the public at large for assembly and speech, for use by certain speakers, or for the discussion of certain subjects. Perry Educ. Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S. Ct. 948 (1983); Chiu v. Plano Indep. Sch. Dist., 260 F.3d 330 (5th Cir. 2001)

The District is not required to allow persons to engage in every type of speech when the District establishes a limited public forum; the District may be justified in reserving its forum for certain groups or for the discussion of certain topics. The District shall not discriminate against speech on the basis of viewpoint, and any restriction must be reasonable in light of the purpose served by the forum. Good News Club v. Milford Cent. Sch., 533 U.S. 98, 121 S. Ct. 2093 (2001); Lamb's Chapel v. Center

FEEES FOR USE

The Board may set and collect rentals, rates, and charges from students and others for the occupancy or use of any of the District's facilities, in the amounts and manner determined by the Board. *Education Code 45.033*

PATRIOTIC SOCIETIES

If the District has a designated open forum or a limited public forum and receives funds made available through the U.S. Department of Education, the District shall not deny equal access or a fair opportunity to meet, or to discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society), that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed as a patriotic society.

The United States secretary of education may issue and secure compliance with rules or orders with respect to a district that receives federal funds and that denies equal access, or a fair opportunity to meet, or discriminates, as described above. If a district does not comply with the rules or orders, no funds made available through the Department of Education shall be provided to that district.

YOUTH GROUP

"Youth group" means any group or organization intended to serve young people under the age of 21.

LIMITED PUBLIC FORUM

For purposes of this policy regarding PATRIOTIC SOCIETIES, an elementary school or secondary school has a limited public forum whenever the school grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory.

SPONSORSHIP

Nothing in this policy shall be construed to require the District to sponsor any group officially affiliated with the Boy Scouts of America, or any youth group listed as a patriotic society.

Boy Scouts of America Equal Access Act, 20 U.S.C. 7905

FACILITIES AS POLLING PLACES

The District shall make its buildings available for use as polling places in any election that covers territory in which the buildings are located. If more than one authority requests the use of the buildings for the same day and simultaneous use is impractical, the District shall determine which authority may use the building. *Election Code 43.031(c)*

No charge, including a charge for personnel, utilities, or other expenses incurred before or after regular business hours, shall be made for the use of a District building for a polling place if the day of the election is a day on which the building is normally open. If the day of an election is a day on which the building is not normally open, a charge may be made only for the reimbursement of actual expenses resulting from use of the building in the election. *Election Code 43.033(a)*

POLITICAL PARTY CONVENTIONS The District shall not assess a charge for the use of a school building for a precinct, county, or senatorial district convention, except for reimbursement for the actual charges resulting from use of the building for the convention. The District shall provide an itemized statement of expenses to the reimbursing authority. *Election Code 174.0631*

DATE ISSUED: 11/02/2004
UPDATE 74
GKD(LEGAL)-P

Hitchcock ISD
084908

COMMUNITY RELATIONS:
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

SCOPE OF USE The District shall permit nonschool 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.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

NONPROFIT FUND-RAISING The District shall permit nonprofit organizations to conduct fund-raising events on District property when these activities do not conflict with school use or with this policy.

FOR-PROFIT USE The District shall not permit individuals or for-profit organizations to use its facilities for financial gain; however, the District shall permit public performances, recitals, or presentations so long as no admission fee is charged and when these activities do not conflict with school use or with this policy.

SCHEDULING	<p>Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.</p> <p>Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.</p>
APPROVAL OF USE	The Superintendent is authorized to approve use of any District facility.
EXCEPTION	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
EMERGENCY USE	In case of emergencies or disasters, the Superintendent may authorize the use of school facilities by civil defense, health, or emergency service authorities.
FACILITIES NOT USE AGREEMENT	<p>The buildings that house Districtwide personnel shall not be available for nonschool use.</p> <p>Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool</p>
FEES FOR USE	<p>Nonschool users shall be charged a fee for the use of designated facilities.</p> <p>The Superintendent 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.</p>
EXCEPTIONS	<p>Fees shall not be charged when school buildings are used:</p> <ol style="list-style-type: none"> 1. For public meetings sponsored by state or local governmental agencies; or 2. By District employee professional organizations. [See DGA]

REQUIRED
CONDUCT

Persons or groups using school facilities shall:

1. Conduct business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.
