

Facility Use Terms and Conditions

All persons, firms, organizations, or associations, using the school facilities, including athletic facilities, shall comply with and be bound by the following terms and conditions.

CROWLEY I.S.D. HAS AN EXCLUSIVE CONTRACT WITH ONE BEVERAGE VENDOR. ONLY PRODUCTS FROM THE APPROVED VENDOR MAY BE SOLD ON CROWLEY I.S.D. PROPERTY. FOR INFORMATION REGARDING THE CURRENT CONTRACTED VENDOR PLEASE CONTACT THE BUSINESS SERVICES OFFICE.

USE TERMS: Request for non-school use of District facilities shall be considered on a first-come, first-served basis. Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. The Executive Director of Technology, Principal, or their designee, shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity. The Superintendent, or his designee, may authorize the use of school facilities by civil defense, health, or emergency service authorities. The District shall permit repeated use for non-school purposes no more frequently than three times per week.

INSURANCE TERMS: Lessee covenant and agrees to indemnify and hold harmless Lessor, its agents, servants, and employees from and against any claims for damages or injuries, claims or suit for damages to persons of whatsoever kind of character, whether real or asserted, accruing during the term of this lessee in connection with the use of occupancy of the premises by Lessee, his or its agents, servants, employees, contractors, or subcontractors. Lessee further covenant and agrees to obtain and keep in force during the term of this lease a policy providing for bodily injury and property damage insurance in the amounts as follows: \$1,000,000.00 per occurrence with \$1,000,000.00 aggregate. Lessee agrees to name the District as an additional insured (policy holder) on the policy as specified by the District. Lessor will be furnished with a copy of such policy or certificate of insurance prior to the use of facilities that is validly executed by or on behalf of the insurance company that such insurance is in full force and effect according to the terms thereof.

SPECIAL TERMS: THE TERMS OF THIS CONTRACT MUST BE ADHERED TO IN ITS ENTIRETY PRIOR TO ANY USE.

1. A facility usage agreement must be established between the school district and the organization or individual. It is required that the proposed lessee submit a Rental of Facilities agreement a minimum of fourteen (14) days before use to allow for processing. Lessee may not use the facilities until the Textbook/Facilities Coordinator (not a campus representative) has notified them that the request has been approved for their use.

2. Applicable rental fees must be paid in full no later than five (5) calendar days after receipt of invoice for use of the facility. An invoice will be sent from the Textbook/Facilities Coordinator to requestor. Payment can be made through the district website, in person at the administration building, or mailed to the district:

Crowley ISD
PO Box 688, ATTENTION BUSINESS OFFICE.
Crowley, TX 76036

3. Charges will be calculated from the time the facility is opened to the time it is closed unless the HVAC system is requested by the user to be turned on before the facility is opened. If additional use of the HVAC system is requested, the appropriate fees will apply at an hourly or half-hourly rate.

4. Cancellation of a scheduled event must be communicated to the Textbook/Facilities Coordinator (48) forty-eight hours prior to the time of event by calling 817-297-5800. Failure to do so may result in Lessee losing their privilege to rent any Crowley ISD facility. Approval of facilities is subject to change due to unforeseeable school activities. The District may also revoke the Lessee's 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.

5. Lessee will submit a certificate of insurance to the Textbook/Facilities Coordinator a minimum of one week prior to the use of the facilities.

6. All meetings and events shall be under the constant supervision of the approved lessee who shall be responsible for the care of the facility.

7. If a concession is used and/or drinks are sold, only products from the contracted designated vendor may be sold. Food or drink only allowed in designated areas.

8. No activities shall be allowed in which open flames are used.

9. No firearms, fireworks or explosives of any nature shall be permitted in or about said facilities.

10. No alcohol, drugs, tobacco or narcotics shall be sold, used or consumed on the premises.

11. No more than seating capacity of the gymnasium, auditorium, cafeteria, or any portion of the facility being used shall be permitted at any time.

12. No use of the gymnasium shall be made contrary to the laws of the State of Texas, to any ordinance, rules, or regulations or any proper governmental agency having the right to make the same.

13. The user of said facility shall assume all liability for damages, which may arise from accident or misuse, which may occur in or about said building while said user has the control and use the building. When damage to property or injury to persons is the result of either the acts or neglect of the user or the agents, servants, and employees of the user, the user shall hold Crowley I.S.D. blameless from any liability by reason of any such damages.

14. The user of said facilities shall assume liability for restoring said facilities to the condition at the time of possession. Failure to do so will result in the said user automatically forfeiting the right to use any school facility.

15. 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, grounds, or other school property used by Lessee. The representative and organization will be responsible for and agree to pay for damages done, exclusive of ordinary wear and tear.

16. When using the lights/sound system in the auditorium, lessee shall be charged for school employees to operate the lights and sound, if needed, (see Facility Use Fee Structure). Depending on the needs of the lessee, two employees may be required (one to operate lights and the other to operate sound). Approval for use is dependent on the availability of personnel to provide this service.

17. When using the gymnasium, if needed, the lessee will be charged for a gym/site coordinator, (see Facility Use Fee Structure). Approval for use is dependent on the availability of personnel to provide this service.

18. When using the food preparation area of the cafeteria, lessee will be charged to have a food service employee present, (see Facility Use Fee Structure). Approval for use is dependent on the availability of personnel to provide this service.

19. When using an athletic field, if needed, lessee will be charged for the operation of the scoreboard and public address system, (see Facility Use Fee Structure). Depending on the needs of the lessee, two employees may be required (one to operate the scoreboard and the other to operate the P.A.). Approval for use is dependent on the availability of personnel to provide this service.

20. Lessee shall be charged for custodial help, (see Facility Use Fee Structure). A custodian must be present when the building or facility is in use unless there is a gym/site coordinator and administration determines that a custodian is not needed. However, there will always be a custodian charge for clean-up. Dependent on the needs, (as determined by school or district administration), the custodial fee will include additional time needed to prepare the facility for use and for the necessary clean-up. Approval for use is dependent on the availability of personnel to provide this service.

For explanation of facility usage, refer to the *CISD Facility Use Fee Structure and Guidelines*. The *Terms and Conditions* are in accordance with CISD School Board Policy GKD Local and Legal.