

# **FACILITY RENTALS**

**Usage Rules and Guidelines** 

FACILITIES DEPARTMENT 12716 Gregg Manor Rd. Manor, Texas 78653 (Main Line/Emergencies) 512-278-4055

Rev. 3.1 /July 2024

# Manor ISD Rental Policy

The Manor 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)).

Manor 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

The rental use of Manor ISD facilities by any group or organization which discriminates on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation will not be permitted, except as provided by law or court order.

No gambling, alcoholic beverages, tobacco, vaping, weapons, illegal substances, or illegal items shall be allowed on Manor ISD property.

# Manor ISD

# Building Usage Guidelines, Rules, and Procedures

### **FACILITIES**

All District facilities excluding areas identified as temporary

### **PRIORITIES**

Priorities for scheduling the use of school facilities shall be as follows:

- Manor ISD campuses, extracurricular groups, or sponsored student organizations will be granted priority access to new or renovated facilities for their first initial use.
- The regularly scheduled educational program, including instructional activities; meetings, practices, and performances of school-sponsored groups; and staff meetings related to official school business.
- 3. 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)
- Meetings and other activities of groups made up primarily of school-aged children.
- 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, Scouts BSA
- Nonprofit organizations with prior agreements; all personnel fees will apply

Group 2 facility use rates and personnel fees will apply to 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 Manor ISD students (90% or greater of participants). A roster of participants, with Manor ISD students indicated, may be requested.
- Civic organizations, homeowners associations, recognized community governmental organizations, City of Manor, established religious organizations 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. Group 2 fees are subject to be waived for weekend use. 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 that do not primarily serve Manor ISD students (less than 90% participants)
- All other groups not included in Groups 1 or 2

LONG-TERM USE All extended requests may be granted for periods not to exceed two (2) 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 Agreement, no earlier than two (2) weeks prior to the end of their current reservation. 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 consist of an original Certificate of Insurance (COI) with Manor ISD named as an Additional Insured and Certificate Holder 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 have been screened and approved. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District. A sample COI is provided in this packet.

### BUILDING ACCESS

Event reservations can be scheduled between the hours of 7:00AM - 10:00PM. Access to school buildings shall occur by the assigned school Administrator or custodian. In some circumstances, long-term rentals may, with approval, be issued an access badge or key and will only be granted access during the scheduled time of the event.

### FACILITIES EXEMPT FROM RENTAL

The following facilities are not available for non-school use: offices, classrooms, Performing Arts Center (PAC), Manor New Tech Middle School cafeteria, and concession stands. In addition, the use of MISD kitchen facilities is prohibited. 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.

### **DEPOSITS**

A \$250 security/hold deposit is required for all rentals and shall be refunded or credited at the conclusion of the event provided the facility is returned to normal school operating condition and no damage has occurred. A \$500 security/hold deposit shall be required from continuous/long-term use organizations.

### ADDITIONAL FEES

- Custodial Fees: Custodial fees may be assessed for events during regular operational hours, 7:00AM - 10:00PM, for non-district events on days when students are present. Organizations requesting the use of facilities may be required to hire custodial services through the District (see Facility Usage Fees section). The District reserves the right to require custodial services determine the number of custodians needed based on group size and square footage.
- Administrator Fees: May be required for all middle and high school gym rentals and field rentals. Administrator fees will be added to the rental rate. MISD 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. <u>Personnel to open/close building:</u> An administrator/custodial worker may be required to open and close a building after normal business hours or on the weekend. The fee will be waived if a district employee will be present at all times and able/responsible for securing the building.
- 4. Fees for damages will be assessed and user billed; and may result in loss of further use of District facilities.
- 5. Facility use and deposit fees must be prepaid. Payment in full is required no later than 5 business days prior to the event. For long term rentals, monthly payments are required in advance at the end of the previous month.
- 6. Nonpayment of any fees will result in immediate suspension of building use privileges and the loss of future facility use.
- 7. If a fire alarm is pulled without due cause, there may be an up to \$500 fee assessed to reset the alarm system. The fee amount is determined by the local Fire Department.

All required personnel are secured by MISD. 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.

### SAFETY and **SECURITY**

All rental agreements are subject to safety, security and emergency management review and approval. In addition, at the District's discretion, outside groups may be required to have security present during an event. Security services will be coordinated through the Manor ISD 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.

**CANCELLATION** Cancellation of the event must be received in writing (e.g. letter, Email) no less than 48 hours prior to the event. Cancellation of a confirmed/approved long-term application must be received in writing no less than 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. Newly constructed or renovated facilities are not available for rent for at least 12 months or until the warranty expires. This delay is in place to address potential warranty-related issues and ensure the facility's safety and maintenance.
  - Warranty Period: Many new facilities or recently renovated ones come with warranties from the contractors or builders. During this warranty period, Manor ISD will avoid renting to ensure that any issues or defects can be addressed under the warranty.
- 2. Groups or individuals wanting to rent MISD facilities must obtain a Facility Rental Information Packet found on the MISD Website or at the MISD Facilities and Construction Building. This packet must be filled out completely with user/sponsor initials and signatures where designated on each page. (Please only complete the information found on Page 9 of this packet if you are not able to complete Step 3
- 3. A responsible representative of a group or organization must create an account and submit a reservation request via the MISD Facility Reservation webpage at least 21 days prior to the desired event date. Access to the Facility Reservation webpage can be found on the MISD website under Departments → Operations  $\rightarrow$  Facility Reservation.
- 4. Rental agreements will be handled by the appropriate designee (Facility Administration)
  - All facility use requests must be submitted through the MISD Facilities Department. Please contact the Senior Administrative Associate via email at facilities.reservations@manorisd.net or by phone at 512-278-4055.
- 5. Events cannot be scheduled for more than two (2) months at a time.
- Rental agreements must be processed no later than 14 business days prior to the event.
- Payment in full is required no later than 5 business days prior to the event.
- For long-term rentals, monthly payments are required by the last day of the prior month.
- 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. Long-term rentals not requiring a facilitator (religious organizations) will be exempt from this guideline.
- 10. School facilities will not be rented on the evening immediately preceding or during the designated State Testing days.

### 11. ALL USERS OF SCHOOL DISTRICT FACILITIES SHALL:

- Ensure that permission to use the facility of any portion thereof shall not be transferred to a third party.
- Ensure that organizer(s) remain on site until all guests and participants have left school facilities.
- c. Ensure that organizer(s) supervise and be responsible for the actions and conduct of all persons participating in a facility use event.
- d. Ensure that District facilities are left neat and in orderly condition ready for the next school day.
- e. Ensure that all allowed signage and decorations are taken down following an event.

- Decorations may not deface property.
- f. Ensure the use of open flames, such as candles, are not used.
- g. Ensure that no fixtures, equipment, or furniture shall be removed from any building.
- h. Ensure that all food and drinks are only allowed in designated areas and must be removed and the area left clean after the event.
- 12. MISD facilities are "tobacco and weapon-free zones." There will be no tobacco use (including vaping devices) 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)
- 13. **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.
- 14. **DO NOT** put anything on the walls, ceilings, artificial turf, and/or rafters. **DO NOT** nail or tack anything to the woodwork, rubber athletic track surface, or tables. **You MAY** use scotch/masking tape on the woodwork and windows. **You MAY** use sandbags or water weight bags to secure equipment in the track and field areas.
- 15. No equipment or supplies of the renters will be stored on school property.
- 16. All children must be supervised at all times and remain in assigned areas.
- 17. District equipment, such as public address systems, microphones, speakers, audio/video equipment, risers, and projectors, is not available for use by outside organizations.
- 18. No electrical appliances will be allowed in the school building unless approved by MISD Administration.
- 19. Manor 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 of their audience.
- 20. District Athletic equipment is not available for use by renters. Renter must supply own equipment, unless arrangements have been made with the Athletic Office.

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

# **MANOR ISD**

# **FACILITY USAGE FEES**

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

	GROUP 1	GROUP 2	GROUP 3		
Elementary Schools					
Gymnasium	N/A	\$30	\$50		
Cafeteria and Stage	N/A	\$30	\$50		
Middle Schools					
Large Gymnasium	N/A	\$75	\$120		
Small Gymnasium	N/A	\$60	\$100		
Cafeteria and Stage	N/A	\$50	\$75		
Football Field	N/A	\$25	\$50		
Football Track	N/A	\$25	\$50		
High School					
Competition Gym*	N/A	\$100	\$150		
Small Gym	N/A	\$75	\$120		
Baseball Fields	N/A	\$200	\$400		
Softball Fields	N/A	\$200	\$400		
Football Stadium* (Full Day = 8 hrs. min, flat fee)	N/A	\$1,000	\$1,500		
Football Stadium* (per each additional hour)	N/A	\$75	\$100		
Tennis Courts	N/A	\$75	\$100		
Stadium Parking Lot (per single hr.)	N/A	\$50	\$100		
Cafeteria	N/A	\$50	\$75		
Campus - MRA					
Competition Gym*	N/A	\$75	\$120		
Cafeteria	N/A	\$50	\$75		
Facility Usage Personnel Fees	ALL GROUPS				
Custodian	\$25/hr.	2 hr. minimum			
Supervisor/Administrator	\$25/hr.	2 hr. minimum			
Scoreboard Operator	\$25/hr.	4 hr. minimum			
Announcer	\$25/hr.	4 hr. minimum			
Security	\$30/hr.	4 hr. minimum			
MISD PD	\$45/hr.	4 hr. minimum			
MISD PD w/Patrol Car	\$65/hr.	4 hr. minimum			
Open/Close (after hours/weekends)	\$50	\$50	\$50		

<sup>\*</sup> All large competition gyms and football stadiums will only be used by groups with participants enrolled in  $7^{th}$  grade or higher unless approved by the Superintendent or designee.

# **Manor Independent School District**

Facilities Department 12716 Gregg Manor Rd Manor, Texas 78653 512-278-4055

### ACKNOWLEDGEMENT OF RENTAL INFORMATION

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

The following must be submitted to the Facilities and Construction department 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. \$250 deposit, \$500 if a long-term rental
- 3. Proof of acceptable liability insurance with Manor ISD named as an additional insured and policy holder with limits of at least \$1,000,000 (may be waived for Group 1 organizations)
- 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 legal first name, last name, and date of birth, as needed to verify the rate category

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

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

The undersigned agrees to be responsible to Manor 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 Guidelines.

This organization represents to the Manor 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 and deemed appropriate by the Manor Independent School District.

Signature:	Title:
Date:	Phone:
Address:	-
	-
Approved by:	Date:

Manor ISD Authorized Representative

# **MANOR ISD**

# APPLICATION FOR BUILDING AND FACILITY USE

Organization:					
Activity/Purpose:					
Nonprofit Status:  Groups requesting nonprofit rates must provide proof of 501(c)(3) status.					
Groups requesting nonprofit rates must provide proof of 501(c)(3) status.					
Name of Contact:					
Best Contact Phone:Email:					
Billing Address:  Address City/State/Zip					
Address City/State/Zip					
Facility Requested (Campus/Area):					
Date of Event(s):					
Time of Event:					
Facility Unlock Time (set-up begin):					
Lock Down Time (end of breakdown):					
Estimated Attendance:					
Set-up Request:					
Signature: Date:					



## **Manor Independent School District**

Facilities Department 12716 Gregg Manor Rd Manor, Texas 78653 512-278-4055

### DISTRICT RELEASE OF LIABILITY

In consideration of its use of the MISD facilities, the organization agrees to pay the required rental fees. It also agrees that the Manor 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 hold harmless the Manor 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			

### NONPROFIT CHARITABLE ORGANIZATION EXEMPTION FORM

### **Manor ISD**

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	abo	ove-named organization,
	1. 2. 3. 4.	is exempt from federal income tax under Section 501(c)3 of the Internal Code of 1986; and, 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, dedicates its assets to the achievement of the organization's stated purposes; and, 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, does not engage in activities which are not furtherance of one or more of the above
	5.	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 insure to the benefit of any group, individual, or shareholder.
FOR:		
1010.		(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:



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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INSURANCE PROVIDER NAME		PHONE (AG, No. Ext): (AG, No.):							
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MANOR INDEPENDENT SCHOOL DISTRICT  10335 US Hwy 290E  Manor, TX 78653				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
			AUTHORIZED REPRESENTATIVE						