

FACILITY USE AGREEMENT

Port Neches-Groves Independent School District ("PNGISD") agrees to allow _____ ("User") to use the _____ ("Facility") located at _____ on _____, 2024, between the hours of _____ and _____ ("Use Period"), under the following terms and conditions:

1. User will pay a \$ _____ facility use fee. Advance payment of the facility use fee must be made to the PNGISD Business Office when the Agreement is signed and at a minimum, 10 business days before the Facility will be used. Use will not be scheduled on the PNGISD calendar until PNGISD has received the facility use fee.
2. User agrees that its use of the Facility will be consistent with state law and PNGISD policy and that the Facility is being used only for _____.
3. PNGISD retains the right to revoke its permission to use the Facility at any time it determines that the scheduled use will conflict with instructional or extracurricular activities, will damage or threatens to damage school property, or will violate PNGISD policy or administrative regulations. If PNGISD revokes permission to use the Facility under this provision, the facility use fee will be refunded to User.
4. Facility remains under the control of PNGISD at all times. PNGISD retains the right to enter any portion of the Facility at any time, for any purpose, and to enter the Facility to enforce rules, laws, and policies, and/or to prevent damage to the Facility. PNGISD reserves the right to eject or cause to be ejected from the Facility any objectionable person or persons.
5. User acknowledges that parking is available on a first-come, first-served basis. User and User's guests may not park in any area that is not a designated parking space. If vehicles are parked in an area not designated for parking, such vehicles may be towed without prior warning at the vehicle owner's expense.
6. User agrees that it will not allow any possession or use of alcohol, firearms, tobacco, e-cigarettes or illegal drugs on PNGISD property.
7. User is responsible for restoring the Facility to its original state after use. No PNGISD-owned equipment may be used or removed from the Facility. Additionally, no alterations may be made to the Facility without the specific written authorization of the Superintendent or designee before scheduled use. User shall remove all property from PNGISD property after Use. If User fails to remove property following Use, such property shall be deemed abandoned and PNGISD shall have the right to remove and dispose of said property, without incurring any liability from User.
8. Excluding normal wear and tear, User accepts full responsibility for protecting PNGISD property and equipment and assumes any and all liability for repairs or replacement of damage done to buildings, equipment, or other PNGISD property used by User whether or not caused by User or User's employees, patrons, guests, or agents.
9. User assumes full responsibility for the conduct of any and all persons using or present in the Facility during the Use period.
10. User agrees, to the fullest extent permitted by law, to assume all liability and to indemnify PNGISD, its trustees, officers, employees, agents, against all damage, liability, or cost, including reasonable

attorneys' fees and costs arising out of or in any way connected with User's use of PNGISD facilities under this Agreement.

11. PNGISD requires insurance as provided (check below)

☐ **Insurance requirements waived** – one-time request to use PNGISD facility for activities deemed to be of community concern and/or benefit (e.g., public meeting sponsored by a federal/state/local governmental entity/agency), and specific insurance requirements are waived. Such waiver is specific to insurance requirements and does not waive any other provision of this Agreement, including imposition of liability, indemnification requirements, and the like, imposed on User.

☐ **Insurance requirements imposed as follows** – PNGISD requires that User furnish a certificate(s) of insurance to guarantee the conditions of this Agreement and any liability incurred by User. User shall maintain at its sole cost and expense, public liability or general liability insurance from an approved company authorized to do business in the State of Texas in which User is the named insured and PNGISD is named as an additional insured. Limits must be no less than five hundred thousand dollars (\$500,000) per occurrence for the Program Dates set forth above. The policy must reflect that it is primary and not secondary or contributory with any insurance maintained by PNGISD. This policy may not be canceled prior to the conclusion of the terms of this Agreement. User waives any right to subrogation against PNGISD in connection with any insurance proceeds received by or due to PNGISD. User shall furnish PNGISD ten (10) or more PNGISD business days in advance of the Program Date, a certificate showing such insurance to be in effect. User understands that failure to produce the proper insurance certificate in the proper time may result in the Event cancellation, and all amounts paid by User to PNGISD in connection with this Agreement shall be forfeited to PNGISD.

12. PNGISD's Superintendent or designee has the authority to unilaterally cancel this Agreement by giving written notice to User at any time, including but not limited to an unexpected conflict arising between the Program and a PNGISD activity or use of the Facility. PNGISD shall also have the right to relocate the Program to another location, based on availability. In no event shall PNGISD be responsible for any loss (including, but not limited to, lost profits), expense (including, but not limited to, court costs and attorney's fees, and all such other expenses of litigation or counter suits), claims, suit, action, damages, or liability of any kind, character, type, or description arising from or related to PNGISD's cancellation of this Agreement or relocation of the Program. Should PNGISD unilaterally cancel this Agreement, all funds remitted will be refunded.
13. User shall defend, indemnify and hold harmless PNGISD and its trustees, employees, agents, successors, and assigns against any and all loss, expense (including reasonable litigation costs and attorney's fees), claim, suit, action, damages, or liability of any kind, character, type or description (collectively, the "claims") brought or made for or on account of any injuries or damages received or sustained by any person, persons (including but not limited to, bodily injury and/or death) or property arising out of or occasioned by or connected with the use of PNGISD's facilities and/or property by user and user's agents, officers, employees, or invitees. Such indemnity shall apply even in the event that the above referenced claims arise in whole or in part due to the negligence of PNGISD. PNGISD is not liable for any personal injury or property damage related to non-PNGISD use of PNGISD facilities and/or property. This indemnification provision shall survive the expiration or termination of this agreement.
14. The execution of this Agreement and the performance of PNGISD of any of its obligations hereunder do not and are not intended to waive or relinquish any governmental, sovereign immunity

or defense from or to liability or prosecution available to PNGISD, its directors, officers, employees, or agents under federal or Texas laws.

15. This Agreement shall be governed by the laws of the State of Texas, without regard to any provisions on conflicts of law. Exclusive venue for all legal proceedings related to the Agreement or the obligations thereunder shall be in Jefferson County, Texas.
16. This Agreement constitutes the entire agreement between PNGISD and User. Any amendment to this Agreement must be in writing and signed by both parties.

Executed on _____, 2024.

Signature

Signature

Name Printed

Name Printed

Position

Position

User/Group or Organization

Port Neches-Groves ISD