WHARTON INDEPENDENT SCHOOL DISTRICT
FACILITIES RENTAL/USE AGREEMENT

The Superintendent or designee is authorized by the Board to set rates and collect rental for use of District facilities. The Board permits the use of District facilities, as authorized by the Superintendent or designee, by organizations or groups within the District for purposes open to the general public and deemed to be in the best interest of the District.

The undersigned authorized renter/user agrees to the following terms and conditions as renter/user of the WES Gym facility on the Wharton Elementary School campus.

1. **Facilities may not be rented for profit or financial gain.**
2. State law prohibits alcoholic beverages and tobacco products on school property.
3. The undersigned will be responsible for the care of the facility and agrees to replace property or equipment damaged during the time of use.
4. The undersigned is responsible for crowd control. If deemed necessary by the campus administration, security must be hired.
   ___ **Security required**
   Otherwise, the campus administration may require that the facility be supervised by an employee of Wharton ISD.
   ✓ **Employee supervision required** - Mrs. Garza
5. The rental fee will be _____ per hour, plus custodial overtime at _____ per hour.
6. Total fee _____ per hour.
   (See attached Rental Fee Schedule)
7. Date of facility rental is Dec. 2nd - Mar. 17, for the hours of 5pm - 8pm.
8. Estimated cost is _____.
9. Additional guidelines which apply are: every Monday / Thursday
   There might be extra days depending on progress of show.

By entering this agreement, Wharton ISD, its trustees and employees in no way waive or relinquish the sovereign or governmental immunity to which they are entitled under Texas law.
Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property.
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. GKD (LOCAL)

Katie Garza / Ron Espinoza — Authorized Renter/User

WHS Winter Guard Practices — Purpose Facility Will Be Used For

_____ — Organization

[signature] — WISD Administrator

_____ — Billing Address

12/2/2024 — Date

_____ — Phone Number

Copies: Campus Office
Superintendent's Secretary
Renter/User

_____ — IRS EIN/Tax Exempt Status **(Proof of nonprofit status must be provided)**

RLH 4/2012