REAL INNOVATION
LIMITLESS OPPORTUNITY
LEWISVILLE INDEPENDENT SCHOOL DISTRICT

RENTER RESPONSIBILITIES

RENTING A LEWISVILLE ISD FACILITY

Authority for scheduling and approval is per applicable Board Policies, including GKD (Local). Applications for multiple-facility rentals must be submitted for approval no less than fifty (50) business days before the desired date. Single-facility rentals must have a submitted application turned in no less than thirty (30) business days before the date of the event.

The Facility Services office is the authority for the approval of rentals and will coordinate scheduling with the campus principal, as applicable.

The LISD District Rental Coordinator will generate an invoice reflecting charges for the requested rental. The invoice will be sent to the requestor via email. Please note that the Certificate of Liability Insurance and the check (payable to LISD) for the total invoiced amount must be received within 20 days of the event. If payment is not received 20 days prior to the event, the rental may be canceled.

CRIMINAL HISTORY

Renter (or anyone associated in any way with Renter) shall not enter LISD property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses: Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school:

1. Any sex offense;
2. Any crimes against persons involving:
    A. Controlled substances; or
    B. Property
3. Any other offense LISD believes might compromise the safety of students, staff, or property.

RENTER - ADULT SUPERVISION

Use of any LISD facility (buildings, stadiums, etc.) requires adult supervision. Renter shall provide one adult, 21 years or older, for each 35 people participating in the event/activity and one adult for each 100 spectators.

PARTICIPANTS/SPECTATOR CONTROL

Renter accepts responsibility for overseeing and controlling participants, sponsors, spectators and visitors that are in or on LISD property as a result of or in connection with Renter's use of LISD property. The following rules must also be enforced by Renter at all times:

1. Smoking and the use of tobacco products is prohibited on LISD property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities.

2. Possession and/or use of alcoholic beverages is prohibited on LISD property.
3. Firearms, knives and weapons of any sort are not permitted on LISD property.
4. Participants, sponsors, spectators and visitors may not walk through or use any other part of a building or its grounds other than that specifically described in this agreement. The restrooms nearest the area described are also allowed with use of the facility.
5. No LISD displays shall be touched or moved.
6. Furniture and/or equipment (desk, file cabinet, copier, etc.) shall not be moved without written permission from the site you are renting. LISD personnel will return all items approved to be moved to their original location. The fee to perform this task will be calculated at the same hourly rate as the event.
7. Renter is responsible for providing any emergency safety and health equipment necessary for event.

DECORATIONS

Renter's decorations shall be made of fireproof materials in compliance with state and local ordinances. Decorations shall not damage the facility in any manner and shall be completely removed by Renter at the end of the event. No room decorations (including flags) shall be removed from any building, room or facility.

FIRE HAZARDS

Candles, fireworks, fog machines or any kind of items that make sparks or smoke are strictly prohibited and are not to be used.

LADDERS OR LIFTS

The use of LISD ladders or lifts is **not** permitted.

PARTICIPANTS WITH DISABILITIES

Renter shall be solely responsible to provide auxiliary aids and services necessary to allow the full use and enjoyment of the public facility for participants with disabilities in accordance with the Texas Human Resources Code 121.003.

LISD EMPLOYEE DIRECTIONS TO RENTER

Renter will abide by the direction of any LISD employee assigned to facilitate the event or activity in the facility being used.

MEETING, EVENT, ACTIVITY CONTENT

Renter agrees that its meetings, events or activities held on LISD property shall not:

1. Advance any doctrine or theory that threatens destruction of LISD property or disruption of LISD functions.
2. Advocate the use of violence to promote social or political change.
3. Present lectures, musicals, or productions of any kind that, in the judgment of the Superintendent or designee, violate the local community's sense of decency.

BUILDING ALARM

If the alarm system sounds while Renter is in an LISD building, Renter is responsible for evacuating all of its participants, visitors, etc. immediately and may not re-enter the building until given permission by LISD personnel and the Fire/Police department.

SUBLETTING

Renter may not sublet or assign this Rental Agreement.

LISD DISTRICT POLICIES REGARDING FACILITY USE

Community Relations- Non-school Use of School Facilities	GKD (LOCAL) GKD (LEGAL)
Employee Rights and Privileges-Freedom of Association	DGA (LOCAL)
Relations with Parent Organizations	GE (LOCAL)
Student Activities	FM (LOCAL) FM (LEGAL)

LISD DISCLAIMERS

CANCELLATION BY LISD

LISD reserves the right to immediately cancel this Agreement, without refunding any monies during the use period, if the Renter or anyone associated with the Renter violates LISD Board policies, local, state, or federal laws, or any portion of this Agreement. Such laws and policies included, but are not limited to, those laws and policies prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, firearms, and the use of tobacco products on LISD property.

Per GKD (LOCAL), academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. The principal shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

If event doesn't occur due to weather circumstances, renter will not be charged.

RESERVATION OF REFUSAL RIGHTS

LISD reserves the right to refuse rental of its buildings, athletic fields and any other LISD-owned property to any organization or individual who is not in compliance with District policies or regulations. Renter hereby certifies that Renter understands and agrees to follow all applicable LISD Board Policies and administrative regulations, including but not limited to GKD(Legal) and GKD(Local). Renter further acknowledges, understands, and agrees that LISD shall not be liable for any personal injury or damages to personal property related in any way to Renter's, or anyone associated with Renter, use of LISD property.

PROPERTY MAINTENANCE

LISD is under no obligation to maintain, repair and/or improve LISD owned property (both real and personal) for the benefit and use of Renter.

SAFETY AND/OR SUITABILITY

LISD MAKES NO REPRESENTATIONS REGARDING THE SAFETY AND/OR SUITABILITY OF LISD PROPERTY IN RELATION TO RENTER'S INTENDED USE OF SAID PROPERTY.

FOR SECURITY REASONS, NO DOORS ARE TO BE PROPPED OPEN.

CHARGES AND FEE POLICIES

PARENT-TEACHER ORGANIZATIONS

PTA's may be required to pay for custodial services provided for weekend events (i.e. PTA Carnival) if said service is required by the campus administrator and for events during the week as determined by the campus administrator if not already available to the campus.

BOOSTER CLUBS

Booster clubs may be required to pay for custodial services for special events (i.e., booster club fund-raising events) if said service is required by the campus administrator and not already available to the campus. If a school support or booster club utilizes a third party, non-District organization to assist in the coordination and/or operations of a fund-raising event, the third party will be subject to the same requirements as other non-school organizations, excluding rental fees, to inclu[ii]de signing a Rental Agreement and providing the required Certificate of Insurance.

ADDITIONAL CHARGES

Special or additional charges may apply when the requested use will produce a large crowd, require use of most of a building or create a need for additional LISD and/or security personnel. These additional charges are determined at the discretion of LISD on a case-by-case basis. These charges, if any, are set forth on the attached fee schedules.

POLICE OR FIRE PERSONNEL

Renter agrees to pay for necessary personnel of the fire and/or police force, as required and/or recommended by the cities of Lewisville, Carrollton, Flower Mound, Highland Village, The Colony or LISD to control large crowds and/or provide security. This will be determined on a case-by-case basis. Fees assessed range by police department.

FALSE ALARMS

Renter shall reimburse LISD for any charges incurred as a result of a false fire and/or security alarm caused by a participant, sponsor or spectator or any other person that is present on LISD property in connection with Renter's use of LISD property.

LISD RENTAL PERSONNEL

Renter agrees to reimburse LISD for the cost of its personnel deemed by LISD as necessary to open and close a facility, clean after an event, and to be present during the activity on behalf of LISD. The fee for LISD personnel is set forth on the attached fee schedules. LISD has sole authority to determine how many LISD personnel will be needed. In this connection:

1. It is possible that events/activities taking place between 4:00 p.m. and 8:00 p.m. on regular school days may not require custodians if (1) only a small amount of trash or debris remain after the use, (2) the area used does not require set-up, arranging or take-down of tables and chairs and (3) the area used does not require mopping or sweeping after the use. Otherwise, the expense of custodians to perform such services will be borne by Renter as described in the attached fee schedules. LISD reserves the right to seek payment from Renter if it determines that additional personnel are needed to clean up after Renter's use. If payment is not received within twenty (20) days from receipt of the LISD invoice, Renter may be banned from using LISD facilities for any purpose and LISD may retain the damage deposit and pursue its legal remedies against Renter.

2. Events/activities taking place after 8:00 p.m. on regular school days and events taking place on weekends automatically require the services of LISD personnel. Renter will pay for these services in advance and in addition to the building fees. If payment is not received, the event will be canceled. If, after the event, LISD incurs personnel expenses beyond the amount estimated, LISD reserves the right to seek payment from Renter. If payment is not received within twenty (20) days from receipt of the LISD invoice, Renter may be banned from using LISD facilities for any purpose and LISD may retain the damage deposit and pursue its legal remedies against Renter.

PAYMENT METHOD

Renter will pay for all fees either with (1) a check drawn on a bank in Texas, or (2) cashier's check, or (3) a money order no less than twenty (20) days before the event. The check shall be made out to Lewisville ISD.

RETURNED CHECKS

LISD will pursue all remedies at law, including criminal prosecution, if a check is returned for insufficient funds. A $35.00 return check fee will be assessed.

CANCELLATION BY RENTER

If Renter cancels less than 29 but more than 15 school days before the event, LISD will refund the Licensee 70% of the fees paid. If Renter cancels less than 15 but more than 10 school days before the event, LISD will refund Renter 45% of the fees paid. If Renter cancels less than 9 but more than 3 school days before the event, LISD will refund Renter 10% of the fees paid.

DAMAGE DEPOSIT

Pursuant to SCOUTING GROUPS, LISD will waive a damage deposit for an organization for which LISD also waives the administration fee, building use fee, custodial fee, and supervisor fee. For all other renters, a refundable damage deposit will be required per campus or site:

1. $250.00 - Indoor Campus, Dixon Track, Baseball/Softball, Tennis (per campus/site)
2. $1,000.00 - HS Stadium (per stadium)
3. $500.00 - MS Stadium (per stadium)
4. $500.00 - per Aquatic Center
5. In the case of consecutive uses (daily, weekly, bi-weekly, monthly, bi-monthly, etc.) a single damage deposit will be required per campus/site to cover the scheduled events. If at some point in the schedule, LISD discovers damage caused by Renter, the balance of the damage deposit must be replenished.
6. If there is no damage to the facility, field or equipment, the entire deposit will be returned 30 days after the last scheduled event.

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