LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
FACILITY USE AGREEMENT

PREFACE

Lake Travis I.S.D. Board Policies GKD (Legal) and GKD (Local) address Non-School Use of School Facilities and are available through the Lake Travis ISD Board Policy Manual, https://pol.tasb.org/Policy/Code/1154?filter=GKD. A copy will be provided to any Applicant/Lessee upon his or her request. According to GKD, the 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 other applicable laws, policies, or rules.

The following documents are incorporated as part of this Lake Travis Independent School District Facility Use Agreement ("Agreement"), and, by signing the Application, Lessee agrees to all provisions contained in the following documents, to the extent applicable to the rental.

- Lake Travis ISD Facility Use Application
- Enclosure 1: Lake Travis Performing Arts Center Rental Information
- Enclosure 2: Lake Travis Cavalier Turf Stadium Rental Information
- Enclosure 3: Lake Travis ISD Facility Use Schedule of Minimum Insurance Requirements
- Enclosure 4: Non-Profit Charitable Organization Exemption Form
- Enclosure 5: Information regarding Austin/Travis County Temporary Food Event Permit
- Enclosure 6: Lake Travis ISD Facility Use Fee Schedule
- Enclosure 7: COVID-19 Safety Protocols and Requirements

An Applicant/Lessee's completion of the Application does not constitute authorization for use nor does it assure availability of the facility as requested by the Applicant/Lessee. The rental is not officially booked until the Community Relations Liaison or the Director/Assistant Director of Athletics has signed the contract. The Office of Community Programs or Athletics Office must also have received the following items:

- Lessee's Application
- Certificate of Insurance naming LTISD as a certificate holder
- 501(c)(3) Certificate (if claiming non-profit status)
- 25% deposit and /or security deposit

RENTAL TERMS AND CONDITIONS

Application Filing

Applications must be filed no less than 21 days prior to the requested date(s) of use unless the applicant obtains special permission from the Community Relations Liaison, Athletic/Assistant Athletic Director or Fine Arts Director (administrative fees may apply.) Applications may not be filed more than 90 days prior to the requested date(s) of use.

Priorities for Scheduling

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

- The regularly scheduled educational program, including instructional activities, meetings, practices, and performances of school-sponsored groups; and staff meetings related to official school business.

- 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].
- Meetings and activities of other groups 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 Community Relations Liaison, Athletic/Assistant Athletic Director or Fine Arts Director shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

Rental Cost and Fees for Use of Facilities

Lake Travis ISD may charge the Lessee a security deposit, which will be refundable upon completion of the rental and cleaning of the facility (10% of the estimate, not to exceed $1,500.00.)

All payments must be mailed or made in person at the Lake Travis ISD Community Programs Department, Administration Building, 3322 Ranch Road 620 South, Austin, Texas, 78738 or the Cavalier Activity Center, 3324 Ranch Road 620 South, Austin, Texas 78738. No Lake Travis ISD employee is authorized to accept tips, gratuities, or wages from the renter.

Renter will be charged for all dates and times scheduled, unless a written cancellation notice is received in the Lake Travis ISD Community Programs Office or Athletics Office at least ten (10) business days prior to the scheduled use.

Additional rental fees will be charged to renters who deviate from the dates, start times or ending times agreed to in the Application. Additional fees may be charged on holidays and/or days immediately preceding holidays, including summer time.

All approved non-school organizations will be required to pay rental costs that include building fees and/or staff support fees as outlined in Enclosure 6. The organization's authorized representative who signs the Application agrees to pay all rental fees on or before the date of the scheduled use.

A six percent (6%) penalty may be added to the total rental cost for payments 30 days past due, and a fifteen percent (15%) administrative/support services penalty may be added to the total rental cost for payments 30 days past due. Failure to pay rental fees and any penalty assessed as provided herein will result in the loss of rental privileges.

Conditions of Facility Use

By submitting the Application for review and approval, the Lessee agrees to all of the following terms and conditions of facility use:

- Teacher classrooms shall not be used by Lessee, unless special approval is granted by the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts.
- All trash or recycle container pick-ups, other than those normally scheduled, which are required as a result of the organization's event will be paid for by the organization.
- Custodial cleaning shall be arranged for by the Lake Travis ISD Maintenance and Operations Department in partnership with the Community Relations Liaison, the Director/Assistant Director of Athletics, or the Director of Fine Arts, and shall be paid for by the organization at the rates listed in Enclosure 6.

- Lessee shall not be permitted to opt out of custodial or other support services required by Lake Travis ISD.
- All specialized equipment (projectors, PA systems, kitchen equipment, computers, lighting equipment, bleachers, etc.), will be operated only by Lake Travis ISD employees. Additional fees for staff and equipment will apply for these services.
- Permission to use the facility or any portion thereof shall not be transferred or assigned to a third party.
- The representative specified in the Application as responsible for the leased facilities shall be present at all times during the event.
- The number of participants shall not exceed the capacity of the facility, as established by Lake Travis ISD and the Fire Marshal.
- Usage and users are restricted to the area leased.
- Except as required under the American's with Disabilities Act, pets or other animals are not allowed on LTISD property unless prior approval has been granted by the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts.
- No furniture, fixtures or equipment shall be removed from any building or rearranged between rooms and facilities except by prior approval of the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts.
- Storing equipment is not allowed inside any LTISD facility.
- Food and drinks shall be consumed only in areas designated for such use and only after receiving prior written approval for such consumption. All food must be removed and the area left clean.
- No smoking, tobacco use, drugs or alcoholic beverages are allowed on Lake Travis ISD property.
- The use of decorations of any type must have prior approval from the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts.
- Food and/or drinks are not allowed in any gymnasium or theater.
- District concession stands are not available for use. A Lessee who wishes to sell or serve food must receive prior written approval from Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts. All food servings must comply with the Texas Health and Safety Code, Chapter 438. Such compliance is the responsibility of Lessee. A temporary food permit from the Texas Department of Health may be required.
- Prior to approval, permission must be obtained from the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts to sell any product other than food at any facility during the rental period.
- Use of Lake Travis ISD kitchens will only be allowed under the supervision of an employee of the Lake Travis ISD Food and Nutrition Services Department (FANS). Fees for FANS employees will be billed to organizations at the rates listed in Enclosure 6.
- Open flames are not allowed on any Lake Travis ISD property.
- Firearms or explosives are not allowed on Lake Travis ISD property. Lessee may be charged an extra fee if a fire alarm is pulled unnecessarily and LTISD personnel must work to address the situation.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gates, in handicap spaces, blocking handicap accessible routes, or in other unauthorized areas such as sidewalks, parking islands, or playfields.
- Organizations using school facilities are responsible to enforce all restrictions and conditions on facility use.

- A Lessee may place no more than two signs advertising Lessee's use on the property where the Lake Travis ISD leased facility is located. Signage must be pre-approved by the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts, and shall not cover any sign erected by Lake Travis ISD. Lessee signage shall not be erected more than one hour prior to and more than 30 minutes after Lessee's use of the facility.
- Lessee shall pay for security as determined necessary by Lake Travis ISD during the full course of the event. The cost for specialized personnel, such as police or parking lot attendants, will be billed to the Lessee. The security requirement is a 4-hour minimum. Custodians will not be considered as security, facilitators or administrators.
- Any group renting or using a District facility for an occasion which the general public is eligible to attend shall be held responsible for the treatment of the property by the general public during that time.

Compliance with Laws, Rules, Regulations, and Policies

In addition to complying with the terms and obligations set forth in this Lake Travis Independent School District Facility Use Agreement ("Agreement") and policy GKD, the Applicant/Lessee must also comply with all other applicable laws, board policies, regulations, and guidelines. All laws (federal, state, local) and Lake Travis ISD policies are in effect 24 hours per day, including the times a facility is rented. An organization's failure to follow applicable laws, board policies, regulations, or guidelines will result in the District denying use of the District's facilities to the organization.

Nondiscrimination Statement

No school facility shall be used by any group or individual who is not in compliance with the requirements of all Federal or State statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, disability, age, or other legally protected classifications. This includes, but is not limited to, compliance with the American's with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and Title IX of the Education Amendments of 1972.

Insurance Requirements

Lessee shall maintain insurance coverage as required by the Community Relations Liaison, Athletics/Assistant Athletics Director, or Director of Fine Arts. Proof of insurance (naming LTISD as the certificate holder) must be submitted in advance of use with the Application.

Tax Exempt Certificate Requirement

Any nonprofit corporation exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986 shall complete Enclosure 4, the Non-Profit Charitable Organization Exemption Form, and submit the form with the application to the Office of Community Programs or Athletics Office.

No Waiver of Immunities

Nothing in this Agreement waives or alters any governmental immunities or protections provided to Lake Travis ISD, its employees, officers, or agents under Texas or federal law.

Indemnity Provision

LESSEE HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS LAKE TRAVIS ISD, ITS AGENTS, TRUSTEES, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITY, AND CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION

(INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEY'S FEES, AND ALL SUCH OTHER EXPENSES OF LITIGATION OR COUNTER SUITS) BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ARISING OUT OF OR OCCASIONED BY OR CONNECTED WITH THE USE OF LAKE TRAVIS ISD'S FACILITIES BY LESSEE, ITS AGENTS, OFFICERS, EMPLOYEES, OR INVITEES. SUCH INDEMNITY SHALL APPLY WHERE THE ABOVE REFERENCED SUITS, ACTIONS, LOSSES, DAMAGES LIABILITY, OR CLAIMS ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF LAKE TRAVIS ISD.

Waiver of Subrogation

Lessee waives all rights against Lake Travis ISD and its agents, trustees, officers, and employees, for damages or losses to the extent that such damage or loss is reimbursed by any insurance in effect during the use of Lake Travis ISD's facilities, regardless of whether such damage or loss arises out of or is caused by the negligence of Lake Travis ISD, or its agents, trustees, officers and employees. It is the intention and agreement of both parties that the rentals reserved by Lessee have been fixed in contemplation that Lessee shall look to its insurance carrier(s) for reimbursement of any such loss, and further that the insurance carrier involved shall not be entitled to subrogation under any circumstances against Lake Travis ISD. Lessee shall have no interest or claim in Lake Travis ISD's insurance policies, or the proceeds thereof.

Entire Agreement

This Agreement with enclosures contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supersedes any and all other agreements between the parties, whether verbal or written with regard to the subject matter herein. Any oral representations or modifications concerning this instrument will be of no force and effect. All amendments, modifications, or supplements must be in writing and signed by both parties.

Choice of Law

This Agreement shall be governed by, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Travis County, Texas.

Severability

Any provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

ENCLOSURE 1

LAKE TRAVIS PERFORMING ARTS CENTER RENTAL INFORMATION

The information in this document pertains only to the rental of a Performing Arts Center facility. Requirements for use contained herein are in addition to those contained in the Lake Travis ISD Facility Use Agreement, and any Performing Arts Center facility Lessee shall comply with all use requirements established by Lake Travis ISD. The LTISD Performing Arts Center facilities are under the general supervision of the LTISD Director of Fine Arts.

1. The Performing Arts Center (PAC) consists of several different facilities:
    - 1500-seat Concert Hall at Lake Travis High School
    - Black Box Theater with seating for 150 at Lake Travis High School
    - 275-seat recital hall at the Lake Travis High School Annex.
2. Each PAC facility is equipped with a fixed conventional lighting rig and sound system with a limited selection of wired microphones, which are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc.) are to be provided by the Lessee.
3. Rental amounts shall be figured on an hourly basis with a minimum of four hours for each rental period, plus two hours of set up/clean up. Any adjustments will be deducted from or added to the final balance due.
4. The rental period shall begin when the party that is utilizing the space enters the facility and shall terminate when the party completely vacates the facility. Adjustments to the payment balance will be made after the event takes place, based on when the party enters and vacates. Breaks in the rental period shorter than four hours will constitute part of the rental period. In the event that the Lessee must shorten the rental period, the Lessee must give notice to the Community Programs Department ten (10) business days prior to the event. Otherwise, the facility and labor charges designated on the Application will be charged.
5. The rental rate shall be the same for set-up, rehearsals, and performances.
6. The PAC Technical Staff shall be paid according to the current LTISD rate schedule.
7. Technicians shall be used for each rehearsal and performance at the expense of the Lessee. The number of technicians required shall be determined by the Director of Fine Arts based on the scope of the event. They shall be paid at the rate listed in the current LTISD rate schedule. [See Enclosure 6]. Technicians must be students of, employees of or contractors with Lake Travis I.S.D. The Lessee may provide additional technical support on a consultant basis only, as permitted by the PAC Managing Director and Fine Arts Director. If the Fine Arts Director deems it necessary to have additional labor, each additional technician used shall be paid at the same rate as all other technicians.
8. In addition to paying for services performed during the rental period, the Lessee shall pay the PAC Technical Staff and technicians for an additional minimum of two hours for set-up and clean-up. Large scale productions may require additional time as determined by the PAC Managing Director and the Director of Fine Arts.
9. Technical staff must be allowed reasonable breaks during the rental. The PAC Managing Director will determine a reasonable number and the duration of breaks.
10. Lake Travis ISD custodial staff will be required for each event. The LTISD Director of Maintenance and the Fine Arts Director will determine number of custodians and hours

required for each custodian. Each custodian shall be paid a 4-hour minimum on weekends and holidays.

11. The Lessee may be required to hire a minimum of 1 off-duty Travis County Sheriff's Deputy for each performance. The officer will be paid the current off-duty rate, with a four-hour minimum. The officer must arrive at least 30 minutes before the performance time, and must stay until all patrons have vacated the premises.
12. Concessions are to be sold by Lake Travis ISD groups only. The Lessee shall not sell or serve food of any kind. Permission to sell any other type of product in the PAC during the rental period must be obtained from the Community Relations Liaison or Director of Fine Arts prior to the execution of the Agreement.
13. Each audience member must be seated in a fixed chair prior to the start of the performance. Audience members may never be seated in the aisles.
14. Lessee must provide adequate ushers.
15. No food or drink (except for bottled water) is allowed in the theater.
16. Performances lasting longer than 90 minutes may require an intermission.
17. Fire, pyrotechnics, candles, or open flames of any type are strictly prohibited.
18. Thrown glitter, confetti or similar products are not allowed in the PAC.
19. For all school related/school sponsored events (including events that directly benefit LTHS students), no facility usage fees will be required, however:
    - When charging admission, any events that last 1 – 2 days shall contribute 15% of ticket sales to the LTHS Technical Theatre program. At the discretion of the Director of Fine Arts, any events lasting 3 days or more may be asked to contribute up to 25% of ticket sales.
    - Custodial fees shall be paid if no custodian is already scheduled to be on campus.
20. In the event that the Lessee fails to comply with the provisions of the Lake Travis ISD Facility Use Agreement or Lake Travis ISD policy or regulation, and resolution cannot be reached, the Community Relations Liaison or Director of Fine Arts is authorized to cancel or end the event and Lake Travis ISD will not be responsible for reimbursement or restitution.
21. Lessee must provide a **25% non-refundable deposit** at the execution of the Agreement. This deposit will be based on an estimate of the total charges and will be credited towards the rental charges. The remaining balance must be paid in full at the termination of the rental. At the discretion of the Community Relations Liaison or Director of Fine Arts, payment of the balance may be required prior to the performance.

ENCLOSURE 2

LAKE TRAVIS CAVALIER TURF STADIUM RENTAL INFORMATION

The information in this document pertains only to the rental of the Cavalier Turf Stadium facility. Requirements for use contained herein are in addition to those contained in the Lake Travis ISD Facility Use Agreement, and any Cavalier Turf Stadium facility. Lessee shall comply with all use requirements established by Lake Travis ISD. The LTISD Cavalier Turf Stadium facility is under the general supervision of the LTISD Director of Athletics.

1. The Cavalier Turf Stadium facility consists of:
    - Bleachers, home and visitor
    - 100-yard turf football field
    - Press Box (only to be used with a Stadium Manager and student technicians – additional fees will apply.)
2. The Cavalier Turf Stadium facility is equipped with lighting, a sound system and a scoreboard. Use of these items will be at an additional cost of a Stadium Manager and at least 2 student technicians, as well as a fee for use of lights and scoreboard box. Any other special technical needs are to be provided by the Lessee.
3. Only coaches, participants and game officials are allowed on the field. This includes before, during and after the event.
4. Rental amounts shall be figured on an hourly basis with a minimum of four hours for each rental period, plus two hours of set up/clean up. Any adjustments will be deducted from the final balance due.
5. The rental period shall begin when the party that is utilizing the space enters the facility and shall terminate when the party completely vacates the facility. Adjustments to the payment balance will be made after the event takes place, based on when the party enters and vacates. Breaks in the rental period shorter than four hours will constitute part of the rental period. In the event that the Lessee must shorten the rental period, the Lessee must give notice to the Athletic Department ten (10) business days prior to the event. Otherwise, the facility and labor charges designated on the contract will be charged.
6. The rental rate shall be the same for set-up, practices and competitions.
7. The Stadium Manager shall be paid according to the current LTISD rate schedule.
8. A minimum of 2 student technicians shall be used for each rental requiring use of the scoreboard and sound system. If only using one or the other, only one student technician will be required at the expense of the Lessee. Student technicians shall be paid at the rate listed in the current LTISD rate schedule. [See Enclosure 6] Student technicians must be students of Lake Travis I.S.D. If the Athletic/Assistant Athletic Director deems it necessary to have additional labor, each additional technician used shall be paid at the same rate as all other technicians.
9. In addition to paying for services performed during the rental period, the Lessee shall pay the Stadium Manager and technicians for two additional hours to allow for set-up and for clean-up at the conclusion of the event.
10. Student technicians must be allowed reasonable breaks during the rental period. The Athletic Director or Community Programs Coordinator will determine a reasonable number and the duration of breaks.
11. Lake Travis ISD custodial staff will be required for each event. The LTISD Director of

Maintenance and Athletic/Assistant Athletic Director will determine number of custodians and hours required for each custodian. Each custodian shall be paid a 4-hour minimum on weekends and holidays.

12. The Lessee may be required to hire a minimum of 1 off-duty Travis County Sheriff's Deputy for each competition, depending on size of event. The officer will be paid the current off-duty rate, with a four-hour minimum. The officer must arrive at least 30 minutes before the performance time, and must stay until all patrons have vacated the premises.
13. Permission to sell any type of product in Cavalier Stadium during the rental period must be obtained from the Athletic Director or Community Programs Coordinator prior to the execution of the Agreement.
14. It is the responsibility of the Lessee to provide adequate gate and field monitors to keep unauthorized persons off of the stadium turf at all times during the rental period.
15. Absolutely no food or drink (except for bottled water) is allowed on the turf field.
16. Fire, pyrotechnics, candles, or open flames of any type are strictly prohibited.
17. Prior to execution of this agreement, the lessee must confirm receipt of the Inclement Weather Protocol to be followed in the event of bad weather. Cavalier Stadium is equipped with a lightning detection system (Thor-Guard) and an alarm will sound when lightning is in the area. When the Thor-Guard alarm goes off, the stadium shall be evacuated until the all clear signal sounds.
18. In the event that the Lessee fails to comply with the provisions of the Lake Travis ISD Facility Use Agreement or Lake Travis ISD policy or regulation, and resolution cannot be reached, the Athletic/Assistant Athletic Director or Community Relations Liaison is authorized to cancel or end the event and Lake Travis ISD will not be responsible for reimbursement or restitution.
19. Lessee must provide a **25% non-refundable deposit** at the execution of the rental agreement. This deposit will be based on an estimate of the total charges and will be credited towards the rental charges. The remaining balance must be paid in full at the conclusion of the rental. At the discretion of the Athletic/Assistant Athletic Director or Community Relations Liaison, payment of the balance may be required prior to the event.

ENCLOSURE 3

LAKE TRAVIS ISD FACILITY USE SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

Lake Travis ISD does not provide liability insurance that serves to protect Lessees, their agents, officers, employees, or invitees. Below are the insurance coverages that any Lessee leasing any Lake Travis ISD facility shall maintain. In addition, Lake Travis ISD, through the Community Relations Liaison, Director of Fine Arts, or Director/Assistant Director of Athletics, may require such insurance coverage of Lessees using other facilities. For the duration of the lease period, a Lessee required to maintain insurance by Lake Travis ISD shall provide Lake Travis ISD with a current Certificate of Insurance to confirm that the Lessee is covered by insurance policies which meet or exceed the details of the insurance coverage described below. The Certificate of Insurance shall name Lake Travis Independent School District as a certificate holder. Lake Travis ISD reserves all rights to accept or deny proposed coverage based on type, limits and named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the Texas Department of Insurance. The insurer must have a current A.M. Best rating of "A" or greater, must be authorized to underwrite insurance in the State of Texas by the Texas Department of Insurance, and be acceptable to Lake Travis ISD. The named insured shall be the Lessee. Lake Travis ISD should be listed as "Additional Insured" in regard to the General Liability and Auto Liability insurance coverage. The Lessee's insurers are to waive their rights of subrogation against Lake Travis ISD and its officials and staff under all required insurance policies.

<u>Commercial General Liability Insurance shall contain the following coverages</u>:
Products and Completed Operation, Contractual Liability, Personal and Advertising Injury. No deductible shall apply. This insurance shall meet or exceed the following limits:

Policy aggregate limit: $1,000,000
Each occurrence limit: $1,000,000
Products/completed operations aggregate limit: $1,000,000
Fire damage liability limit: $50,000

<u>Automobile Liability Insurance</u> [Required if the Lessee owns (or utilizes non-owned) vehicles that will be on Lake Travis ISD property.]: Combined Single Limit: $500,000 or greater Deductible: None

<u>Workers' Compensation Insurance</u> [This coverage is not required of organizations that do not have employees on Lake Travis ISD property.]: Statutory limits, with Employer's Liability limits of $1,000,000 or greater. No deductible.

ENCLOSURE 4

NON-PROFIT CHARITABLE ORGANIZATION EXEMPTION FORM

This form must be completed by all non-profit charitable organizations exempt from federal income tax under section 501 (a) of the Internal Revenue Code of 1986, ad notarized prior to submission of the Application. <u>An organization must include a copy of its IRS Determination Letter.</u>

I, _____, as an authorized agent of Lessee, hereby certifies that the above named organization, is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986.

For: _____
(Name of Organization)

By: _____
(Signature of Authorized Representative)

_____
(Printed Name of Authorized Representative)

_____
(Title of Authorized Representative)

_____
(Date)

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

Sworn to and subscribed before me on this _____ day of _____ (month), _____ (year)

_____, Notary Public in and for the State of Texas.

ENCLOSURE 5

AUSTIN/TRAVIS COUNTY TEMPORARY FOOD EVENT PERMIT

Austin/Travis County Health & Human Services Department
Public Health & Community Services Division
Environmental & Consumer Health Unit
Mailing Address: PO Box 1088 Austin, TX 78767 Phone (512) 978-0300 Fax (512) 978-0322

Do you need a temporary food event permit?
Festivals, parades, celebrations and other special events contribute to the quality of life in Austin. Most of these events also feature food for sale or distribution. These Temporary Food Events ("TFE"), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community.

Many of these TFE can involve extensive preparation and processes that include the cooking and advanced preparation of food prior to service. Anytime food is being handled, there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the City Code and the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Health Department has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices

The Austin/Travis County Health Department requires individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

If you can answer "Yes" to any of the following questions you will need to obtain a temporary food service permit.

1. Is the general public invited to the event?

2. Can a person other than a member of the organization and their family members or invited guest attend?

3. Have you advertised the event or sold tickets to the general public?

The following is a list of minimum guidelines for food safety:

NO HOME PREPARED FOODS other than baked goods such as cookies, brownies, cakes. Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.

1. All foods must be cooked to required temperatures (ask about specific foods you want to offer)

2. Hot foods must be held at 135°F or above

3. Cold foods held at 41°F or below

4. All foods must be kept covered

5. Overhead and floor covering must be provided.

There may be additional requirements depending on your operation and the types of food you want to offer

If you have additional questions, please call Austin/Travis County Health and Human Services at 512-978-0300.

ENCLOSURE 6

LAKE TRAVIS ISD FACILITY USE FEE SCHEDULE

Lake Travis Independent School District

One Community. One Purpose. All Heart.

Facility Rental Rates

2026-2027

Usage Fee Level	No Usage Fee	Reduced Usage Fee - Level 1	Reduced Usage Fee - Level 2	Reduced Usage Fee - Level 3	Standard Use Fee
	* LTISD recognized student groups and school-supported organizations, such s PTO/PTAs, booster clubs and LTEF *Emergency use in the event of a disaster or other emergency as determined by the Superintendent.	*LTISD recognized student groups or club organizations hosting contests/large events	*Non-school affiliated youth sports/club sports (with roster numbers greater than 90% LTISD students)	*Non-profit organizations *Governmental entities serving LTISD	*For-profit organizations *UIL events not involving LTISD students *Private Events
Facility	**Facility Hourly Rates**	**Facility Hourly Rates**	**Facility Hourly Rates**	**Facility Hourly Rates**	**Facility Hourly Rates**
LTHS Performing Arts Center (PAC)	-	$106	$212	$265	$424
PAC Black Box Theater	-	$53	$106	$159	$212
PAC Recital Hall	-	$53	$106	$159	$212
Lecture Hall	-	$16	$27	$53	$80
Meeting Room/Classroom	-	$11	$21	$32	$53
Education Development Center (EDC) Meeting Rooms	-	$11	$21	$32	$53
Library	-	$27	$27	$27	$106
Cafeterias (without Kitchen use)	-	$27	$27	$106	$159
Cafeterias (with Kitchen use)	-	$37	$53	$133	$186
Gymnasiums - Elementary	-	$27	$27	$106	$159
Gymnasiums - Secondary Main	-	$27	$53	$106	$212
Gymnasiums - Secondary Auxiliary	-	$21	$42	$80	$159
Practice Fields - Elementary	-	$21	$21	$27	$53
Practice Fields - Secondary	-	$21	$21	$32	$80
Football stadium - SubVarsity (includes seating area and field, **without lights**)	-	$31	$77	$155	$309
Football stadium - SubVarsity (includes seating area and field, **with lights**)	-	$52	$103	$206	$361
Cavalier Activity Center (CAC) Turf Room	-	$53	$106	$159	$265
Cavalier Activity Center (CAC) Team Room	-	$11	$21	$32	$53
Baseball/Softball field (**without lights**)	-	$27	$53	$106	$212
Baseball/Softball field (**with lights**)	-	$53	$80	$159	$292
Tennis courts (Per Court)	-	$5	$5	$11	$16

Track (lane rental)	-	$5	$11	$16	$32
Wrestling Room	-	$27	$27	$106	$159
Parking Lot	-	$5	$16	$16	$32
Support	**Support Services Hourly Rate**	**Support Services Hourly Rate**	**Support Services Hourly Rate**	**Support Services Hourly Rate**	**Support Services Hourly Rate**
Custodial/Maintenance	$32	$32	$32	$32	$32
Facilitator/Technician	$48	$48	$48	$48	$48
FANS worker	$27	$27	$27	$27	$27
FANS manager	$32	$32	$32	$32	$32
Student Technician	$21	$21	$21	$21	$21
PAC Director	$72	$72	$72	$72	$72
Stadium manager	$64	$64	$64	$64	$64
Parking attendant	$27	$27	$27	$27	$27
Opener/Closer (Flat fee per trip)	$27	$26	$27	$27	$27
Security	$80	$80	$80	$80	$80
Utilities (full lights)	-	$32	$32	$32	$32
Utilities (half lights)	-	$16	$16	$16	$16
Additional Equipment	**Additional Equipment Hourly Rate**	**Additional Equipment Hourly Rate**	**Additional Equipment Hourly Rate**	**Additional Equipment Hourly Rate**	**Additional Equipment Hourly Rate**
Audio Visual	$48	$48	$48	$48	$48
Microphone	$11	$11	$11	$11	$11
Projector & Screen	$11	$11	$11	$11	$11

Large Volume Rental Discount

Rentals #1-250 Standard rental rate

Rentals #251 and above: 25% discount on facility hourly rates (standard support services fees still apply)

Use of auditorium/stage lights, sound at ES and MS require a technician to operate equipment

*Facility Rental rates are subject to a 3% increase each year.

ENCLOSURE 7

COVID-19 SAFETY PROTOCOLS AND REQUIREMENTS

The health and safety of our school community is of utmost importance as Lake Travis ISD officials continue to closely monitor the Coronavirus (COVID-19) pandemic. Lessee acknowledges and agrees that the following safety protocols must be complied with as a condition to renting any LTISD facility. Lessee acknowledges and agrees that it is the Lessee's sole responsibility to ensure, to the best of its ability, that the protocols are being followed. Failure to comply with these required safety protocols may result in the District denying use of its facilities to Lessee. Lessee should ensure sufficient staff, volunteers, etc. are in attendance at the event to assist with maintaining compliance.

The following constitutes the minimum requirements that a Lessee must follow as a condition to renting an LTISD facility. Nothing prevents Lessee from implementing additional standards or protocols for the participants and attendees using the rented facility.

FACE COVERINGS

In accordance with Executive Order GA-38, Lake Travis ISD is prohibited from requiring any person to wear a mask or face covering or to mandate that another person wear a mask or face covering.

However, while renting a facility, Lessee may make its own decision on whether or not to mandate the use of masks for the event or activity that Lessee is conducting.

SCREENING

Lessee must, at a minimum, encourage all participants and attendees to self-screen for COVID-19 symptoms and/or close-contact with a test-confirmed individual prior to utilizing or coming onto a Lake Travis ISD facility.

SYMPTOMATIC, POSITIVE, AND CLOSE CONTACT INDIVIDUALS

Any individual who is experiencing COVID-19 symptoms or who is test-confirmed positive for COVID-19 may not come onto an LTISD facility until the required quarantine or self-isolation period has been completed. Individuals who have had close contact with an individual test-confirmed positive for COVID-19 are strongly encouraged to remain off LTISD facilities until the person has completed the required quarantine period or has been test-confirmed negative for COVID-19.

CLEANING

Additional custodians and associated fees may be required to ensure the facility can be properly cleaned and disinfected after use.

TICKETING

To the extent Lessee is selling tickets, it is preferred that Lessee utilize an online ticketing platform. If online tickets are not possible, Lessee should ensure that proper markings are noted so that sales are conducted in a socially-distanced manner.

GOVERNOR'S OTHER EXECUTIVE ORDERS

Lessee must comply with all other precautions or safety protocols required by the Governor's most current Executive Orders, if any, and the minimum recommended health protocols established by the Texas Department of State Health Services (DSHS) for the activity that Lessee intends to conduct, if any. DSHS minimum recommended health protocols can be found at https://www.dshs.texas.gov/coronavirus/opentexas.aspx#protocols.

ACCOMMODATIONS

Lessee must comply with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 in considering and providing accommodations for individuals with a medical or disability-related condition that prevents him/her from complying with any COVID safety protocols. Failure to comply with necessary accommodations may result in Lessee no longer being allowed to utilize LTISD facilities.