Legacy Stadium Facility Rental and Related Fees

Rates and fees designated on the Legacy Stadium Facility Rental and Related Fees exhibit will be subject to annual review. Rates and fees may be modified without advance notice. All **confirmed** facility reservation requests and agreements will be honored at the rates at the time of execution and will not be subject to rate changes.

Facility Rental and Related Fees for other facilities can be found in the exhibits at GKD (REGULATION) as follows:

- Exhibit A: Campus Facility Rental and Related Fees
- Exhibit B: District-Wide Facility Rental and Related Fees (i.e. ESC Training Rooms, Professional Development Annex Training Rooms, Required Staffing
- Exhibit C: Fine Arts and Performing Arts Centers (PAC) -- Facility Rental and Related Fees Including Reservation Guidelines and Procedures, Required Staffing (i.e. PAC with or without fine art classrooms and/or Black Box Theaters)
- Exhibit D: Leonard E. Merrell Center -- Facility Rental and Related Fees Including Reservation Procedures and Guidelines (i.e. LMC arena, meeting rooms, conference rooms, concourses, etc.)
- Exhibit F: Rhodes Stadium - Facility Rental and Related Fees Including Reservation Procedures and Guidelines (Field, Locker Rooms, Press Box, etc.)
- Exhibit G: Aquatics Facilities – Facility Rental and Related Fees Including Reservation Procedures and Guidelines (Pool, Locker Rooms, Hospitality Rooms, Required Staffing)
- Exhibit H: Gerald D. Young Agricultural Sciences Center – Facility Rental and Related Fees Including Reservation Procedures and Guidelines (Gary A. Vos Project Center, W.E. “Billy” Morgan Rodeo Arena, L.D. Robinson Pavilion)

FACILITY	COST PER 4 HOUR USE (minimum)	COST PER 8 HOUR USE	COST PER ADD’L HOUR USE	CLASS C RATE 3 HOUR MINIMUM
LEGACY STADIUM – Includes Turf Field, Locker Rooms (Additional spaces to be rented if requested) [4]	$1,000	$1,500.00	$125	$150
FIELD LIGHTS	$100	$200	$25	$75
PARKING LOT LIGHTS	$100	$200	$25	$75
PARKING LOT AREA		$125/DAY		
HOSPITALITY ROOMS	$120	$240	$30	N/A
COMMUNITY USE ROOMS – GAME DAY [1]				
1 ROOM PACKAGE	$1,800		$150	N/A
2 ROOM PACKAGE	$3,600		$150	N/A
3 ROOM PACKAGE	N/A	N/A	N/A	N/A
COMMUNITY USE ROOMS – NON- GAME DAY [2, 3, 5]				
1 ROOM PACKAGE	$900	$1,800	$180	$300
2 ROOM PACKAGE	$1,500	$3,000	$300	$600
3 ROOM PACKAGE	$2,100	$4,200	$420	$900

[1] **Game Day Package Includes:** Basic room use with allotted space: banquet or lecture set up, see setup diagrams. Designated wrist bands for guest access. 35 reserved seats located outside the community use room. On-Site Event Supervisor, and Technology package to include basic on site A/V equipment. Custodial Support for normal setup and break down of tables, chairs and staging.

[2] **Non-Game Day Package Includes:** Basic room use with allotted space: banquet or lecture set up, see setup diagrams. On-Site Event Supervisor, and Technology package to include basic on site A/V equipment. Custodial Support for normal setup and break down of tables, chairs and staging.

[3] **Class C Rentals:** In addition to facility rental fees, the fees for employee services are billed at the applicable minimum.

[4] **Class C Hourly Rate:** Additional hourly fee rate for Stadium Use is $75.00 per hour.

[5] **Class C-Hourly Rate:** Additional hourly fee rate for Community Room Use is $75.00 per room, per hour.

RESERVATION PROCEDURES AND GUIDELINES

Reservation Forms
Groups organizations or businesses considering rental of Legacy Stadium, or any portion thereof, must submit a signed *Facility Reservation Request Form, Exhibit I* (**Katy ISD faculty and/or staff may not represent an external client in order to circumvent the Facility Rental process or Related Fees).**

Insurance
Groups organizations or businesses shall maintain, at their sole cost and expense, comprehensive general public liability insurance from an approved company authorized to do business in the State of Texas in which the group organization or business is named as an insured and Katy ISD is named as an additional insured with limits of not less than one million dollars ($1,000,000) for the period of time set forth in the reservation request. The insurance policy must reflect that it is primary and not secondary or contributory with any insurance maintained by the District. The insurance policy may not be canceled prior to the conclusion of the term of this reservation without ten (10) business days advance written notice to the District. The policy must also include coverage for bodily injury, including death, property damages, deprivation of civil rights or civil liberties, defamation of character, libel, slander, and other similar causes of action; the group or organization waives any right of subrogation against the District in connection with any insurance proceeds received by or due to the District. Groups organizations or businesses shall furnish, not less than ten (10) business days in advance of the date for the facility reservation, a certificate showing such insurance to be in effect. Groups organizations or businesses should understand and agree that if it fails to provide timely evidence of such insurance sufficient to provide primary insurance coverage to the District for all risks and limits described herein, the District will prohibit the use of the facility and any deposit will be forfeited without waiver of the District's rights to recover any other damages for such breach.

Cancellation
Groups, organizations and businesses in Classifications C, D, E, and F that rent District facilities must provide a minimum of 72-hour advance notice of a cancellation, (excluding PACs, Gerald D. Young Agricultural Sciences Center, and the Merrell Center). Failure to provide adequate cancellation notice may result in the group/organization or business being billed for a minimum of three (3) hours for all scheduled employee services.

Payment of Fees for Rental and Employee Services
Payment of the full estimate of charges is due no less than (10) ten business days prior to the client's first day of facility usage. Immediately following the event and post-event inspection, the Maintenance & Operations Department will notify the group/organization or business renting Legacy Stadium of the final, actual charges through the use of an Event Audit Report. The Event Audit Report will reflect gross receipts (if applicable), rental fees, employee services, equipment rental, and/or necessary costs of repairs to the facility. The prepaid estimate of charges will be applied toward the final charges for the event. The Maintenance & Operations Department will issue a final invoice for the balance owed. Payment will be due immediately upon receipt. The balance owed must be paid in full prior to the next event in a series taking place. Failure to make payment will result in denial of future use. In the event that the actual charges are less than the estimate and deposit, the group/organization or business will be reimbursed the difference no later than thirty (30) days following the use of the facility. Premium rates will be charged for employee service fees at all facilities on designated holidays as specified in this exhibit.

Employee Services
In addition to facility rental fees, the fees for employee services are billed for the applicable minimum at the following hourly rates:

- Event Supervisor $45.00
- Custodians $40.00
- Food Service Employees $50.00
- Unarmed Security $45.00
- Armed Security $75.00
- Maintenance Employees $40.00
- Technical Services Coordinator $50.00
- Video Production Director $45.00
- Technicians (Video, Sound, Lighting) $40.00
- Stagehands $40.00
- Press Box Supervisor $30.00
- Stadium Supervisor $50.00
- Ushers $20.00
- Usher Supervisor $35.00
- Ticket Sellers/Takers $20.00
- Merchandise Salesmen $20.00
- Athletic Trainer $45.00
- EMT services $50.00
- Other employee services as required by the event
- Some events may require use of non-District third party contractor(s) to provide labor as determined by Legacy Stadium staff. Such labor may include, but is not limited to: Ushers, crowd control, stagehands, and/or security. Rates, as established by the contractor, will be provided to client at the time of estimate preparation.
- All employee service hours worked after the applicable minimum will be billed in full hour increments based on the full-hour rate as listed above.

Additional Services
Live Action Media Broadcast System $250 plus labor

Staffing Information
● The Maintenance & Operations and Katy ISD Police Departments will determine the minimum number of staff members necessary based on the type of activity, number Threat Detection Stations required, and the anticipated number in attendance.
● All Legacy Stadium events with ticket sales, merchandise sales, and/or concession sales may require at least one (1) Katy ISD Armed Security on site for up to 750 guests. Additional Security may be required based on additional attendees. This determination will be made by the Maintenance & Operations and Katy ISD Police Departments and will be reflected on the Event Estimate.
● All Legacy Stadium events require at least one (1) male and one (1) female custodian on site. Additional custodians may be required based on additional attendees. This determination will be made by the Special Events, Reservations, and Marketing Department and will be reflected on the Event Estimate.
● All Legacy Stadium events may require at least one (1) usher per every 250 guests.
● All Legacy Stadium events requiring the use of the arena PA system, requires at least one (1) facility sound technician to be on duty for the event.
● Clients may provide additional labor, but it does not supersede or replace the requirements stated above.
● Any Legacy Stadium event may require EMT to be on duty for the entirety of the event.
● All Legacy Stadium events with expected guest attendance at or above 1,500 may necessitate the use of additional Armed and Unarmed Security to ensure safe and effective parking and traffic control.

Designated Holidays
District facilities will be closed on the following designated holidays unless permission is granted by the Special Events, Reservations, and Marketing Department:
● New Year's Day
● ● Good Friday
● Easter Sunday
● Memorial Day
● Labor Day
● Independence Day (July 4 and specified weekday, if applicable)
● Thanksgiving Day
● Friday after Thanksgiving Day
● Christmas Eve
● Christmas Day
● New Year's Eve

If permission is granted for use, all employee service hours worked on designated holidays will be billed at holiday premium rates equivalent to two times the rate specified as employee fees above.

Food/Catering
All arrangements and requirements for food and beverages being prepared and/or served in District facilities must be made and met in advance of the event. A waiver to the District's food and beverage requirements may be obtained in some instances and a fee may be assessed for this option. Catering fees will be determined by the Nutrition & Food Service Department based upon menu selection.

Parking and Security
Parking Lots at Legacy Stadium are available for rent. A Facility Reservation Request form must be submitted to the Maintenance & Operations Department at least 30 days prior to the event date, and applicable facility fees will apply. A certificate of insurance must be provided and there will be fees for restroom access and/or parking lot lights. The Maintenance & Operations Department in conjunction with the Katy ISD Police Department shall determine whether or not the event requires security, a District event supervisor or other support personnel. Fees for personnel will apply.

At all Katy ISD Facilities, vehicular parking is restricted to approved parking lots. Parking on school grounds, or any unpaved surface/area is prohibited without the prior consent of the Maintenance & Operations Department. Public parking on District property is at the vehicle owner's risk. Parking lot violators are subject to having vehicles towed at the owner's expense.

The District reserves the right to charge a parking fee for special events and to determine when Police Officers are necessary for traffic control.

Contact Person and Event Coordinator
All groups, organizations or businesses renting a facility must designate a "Contact Person" who will be responsible for ensuring the proper care of the facility. The Contact Person must be present for the entirety of the rental period. An event coordinator will be provided by the Maintenance & Operations Department at no additional charge.

Ticket Sales
Legacy Stadium shall have sole supervision over the sale and collection of all tickets unless the group, organization or business is extended ticket sales privileges. If the group, organization or business is extended ticket sales privileges, the group, organization or business will be liable to the District for the value of all tickets distributed. Ticket prices will include an 8.25% State sales tax unless the group secures an exemption in writing from the State of Texas prior to the day ticket sales begin. For non-Katy ISD groups, organizations or businesses selling tickets for admission, the published rental fee or 10% of the gross receipts for tickets sales, whichever is greater, will be assessed for rental of the facility. "Gross receipts" means the total amount of dollars of all tickets sold or paid admissions without deductions for any cost or expense of promotion, conduct, or operation of the event(s). Gross receipts shall not include any sums collected and remitted for any admission taxes, excise taxes, or sales taxes imposed, nor shall they include refunds made to patrons, customers, or exhibitors.

Merchandise and Concessions
Unless otherwise agreed upon, Legacy Stadium reserves the sole right to sell or disburse programs, books, magazines, newspapers, food, beverages, and any other merchandise commonly sold or dispensed in arenas or auditoriums. Exceptions to this provision must be specified in the rental agreement. Groups, organizations or businesses wishing to sell merchandise during events may be subject to a merchandise fee.

Advertising
All advertising and publicity shall be at the expense of the group/organization or business. The direct cost for any advertising made by the District on behalf of the group/organization or business will be added into the calculation of fees owed upon the conclusion of the event(s). All printed advertising whether television, newspaper, Internet, poster, or any other medium must use an unaltered version of the Legacy Stadium logo. The advertising of public events must contain ticket or admission prices unless otherwise specified in the rental agreement. KISD reserves the right to make public announcements during intermissions and other such times as will not unreasonably interfere with the group/organization or business's event. The public announcements may relate briefly to future attractions at Legacy Stadium or to the welfare and safety of those attending the event. The group/organization or business must submit in typed form all public announcements intended for broadcast at the event. No public announcements can be made regarding a performance at another location which KISD considers to be in competition with Legacy Stadium.

Broadcast
KISD prohibits the broadcast or transmission, through any medium, an event, program, speech, or music of any kind whatsoever, produced on the premises of Legacy Stadium without prior written permission. KISD shall determine the fees to be paid to KISD for any broadcast or recording of the covered event. Violations of such written agreement may result in the broadcast or transmission being terminated.

Prohibitions
KISD shall have the authority to prohibit any performance, activity, exhibition, or entertainment that is deemed to be indecent, obscene, immoral or in any manner publicly offensive. Groups/organizations or businesses that are known to have a history of or propensity for such prohibited types of activities will be prohibited from renting facilities.

Use, sale, or possession of alcoholic beverages, illegal drugs, pyrotechnics (including fireworks, candles or any open flame), weapons, and firearms, and the use of tobacco products on District property will not be permitted. No firearms, including concealed handguns, will be permitted on District property without specific authorization from the Director of Public Safety and/or the Executive Director of Maintenance & Operations. [See GKA (REGULATION) for additional information.] Violators shall be prosecuted to the fullest extent of the law.

Evidence of any violation of federal, state, or local laws during the use of a District facility shall be cause for suspension of privileges of such use.

The group/organization or business must agree to:

- Keep aisles, corridors, passages, vestibules, elevators, and stairways free and clear of obstructions and shall not use these areas other than for ingress and egress;
- Refrain from injuring or defacing the premises or any part thereof and not to drive or permit others to drive nails, hooks, tacks, or screws into any part of the premises or furnishings or to apply tape or other materials to the wall;
- Make no alterations in the authorized areas;
- Not use or permit the use of flammable tissue paper, crepe paper, or material for decorative purposes or any combustible liquid or substance unless approved by KISD;
- Not post, display, distribute, or announce in, on or adjacent to Legacy Stadium any signs, messages, or other materials without prior approval of KISD;
- Not use, possess, or store any pesticide or herbicide on District property as is required by law. Violating this prohibition will result in the cancellation of a current event and in forfeiture of future activities on District property.

Procedures for reserving/renting facilities at Legacy Stadium:

The following information has been developed to assist groups/organizations and businesses considering rental of Legacy Stadium. The proper procedures and/or guidelines for submitting and completing reservation forms for facilities at Legacy Stadium are briefly outlined in this packet. In addition to the Legacy Stadium procedures/guidelines, groups/organizations and businesses must also adhere to the requirements and procedures outlined in the Board Policies and Administrative Regulations at GKD and specific details as stated in the rental agreement.

1. All groups/organizations and businesses should contact the Katy ISD Maintenance & Operations Department to initiate rental of the facilities at Legacy Stadium. Reservation requests are accepted up to three (3) years in advance of an event. Requests should be submitted as early as possible to ensure availability.
2. Upon submission of the Facility *Reservation Request Form*, the Maintenance & Operations Department will determine the group/organization or business's classification type and check for facility availability. If the facility is available, the group/organization or business's Contact Person will be notified and an initial consultation session arranged. The initial Consultation Session will review the technical requirements—sound, lighting, cue sheets—so that desired services can be determined and documented.
3. The Maintenance & Operations Department will provide the Contact Person with an estimate of charges for the event. If the estimated fees are acceptable to the Contact Person, the group, organization or business will be required to sign a rental agreement specifying terms of use, and the deposit, payable to Katy ISD, must be received in order to officially confirm the reservation.
4. A Consultation Session will be held approximately thirty (30) days prior to the event to finalize equipment needs and technical plans for the event.
5. Payment of the full estimate of charges is due no less than (10) ten business days prior to the client's first day of facility usage.
6. Proof of required insurance must be received at least ten (10) business days in advance of the event.
7. Any sound/audio materials (audio or video cassettes/tapes, CDs, etc.) should be provided to the Maintenance & Operations Department and the designated Event Coordinator a minimum of five (5) business days in advance of the event to facilitate quality and sound checks prior to the event. A back-up copy of each item should also be provided. Each item should be clearly labeled with track, start/end time, etc.
8. A Pre-Event Inspection will be conducted by the Maintenance & Operations Department and/or Event Coordinator and the Contact Person immediately prior to the group/organization or business occupying the facility for the event. A Post-Event Inspection will take place at any time from immediately following the event up to within 24 hours of the event depending on the timeframe of the next scheduled facility rental. **The purpose of the initial inspection is to determine the condition of the facility prior to occupancy by the group while the latter is to ensure that the facility has been returned to its pre-event condition at the conclusion of the rental period. All property of the group/organization, or business including stage props, sets, etc., must be removed prior to the Post-Event Inspection.**
9. Immediately following the event and post-event inspection, the Maintenance & Operations Department will notify the group/organization or business renting Legacy Stadium of the final, actual charges through the use of an Event Audit Report. The Event Audit Report will reflect gross receipts (if applicable), rental fees, employee services, equipment rental, and/or necessary costs of repairs to the facility. The prepaid estimate of charges and the deposit will be applied toward the final charges for the event. The Maintenance & Operations Department will issue a final invoice for the balance owed. Payment will be due immediately upon receipt. The balance owed must be paid in full prior to the next event in a series taking place. Failure to make payment will result in denial of future use. In the event that the actual charges are less than the estimate and deposit, the group/organization or business will be reimbursed the difference no later than thirty (30) days following the use of the facility. Premium rates will be charged for employee service fees at all facilities on designated holidays as specified in this exhibit.

Equipment Rental Rates -- Special Services, Equipment and Labor:

(Will be determined at a later date as equipment is ordered and ready for use.)