Kennedale ISD Facility Use Agreement Form-PAC

Event Date(s): _____

Organization Name: _____

Event Type: _____

Billing Address: _____ Apt: _____

City: _____State: _____ Zip Code: _____

Contact Name: _____ Event Start Time: _____

Contact Email: _____ Event End Time:_____

Contact Phone #: _____ Home ☐ Cell ☐

Number of Participants: _____ Number of KISD Students: _____

Estimated Attendance: _____

Entrance/Participation Fee Charged: Yes ☐ No ☐

Facility Requested: Campus_____

☐ Cafeteria ☐ Classroom ☐ Auditorium

☐ PAC* (☐ Band Hall ☐ Green Room)

***Facilities Use Request Form must be submitted to:**

Kennedale ISD Facility Operations
120 W. Kennedale Pkwy
Kennedale, TX 76060
Phone: 817.563.8015

*******DEPOSIT IS REQUIRED IN ORDER TO SECURE DATES.*******

Kennedale ISD Facility Usage
(Non-KISD Organizations) Administrative Procedures

Fees:

All organizations will be required to pay fees for the use of any KISD facility. Approved non-profit groups will pay a usage fee to cover utility costs and fees for custodial and supervisory services. Groups that are not approved for a fee waiver will pay the full rental fee, in addition to other supervisory, custodial, and personnel fees according to the facility rented.

Approved Reduced Rental/Fee Waiver Organizations:

Groups and organizations that may be eligible for facility use with no rental fees are listed below. These groups will still be required to pay a usage fee to cover utility costs and any supervisory or custodial fees, as appropriate.

The decision to waive the rental fee is made on a case-by-case basis when a **Facility Use Agreement Form** is submitted. Receiving a waiver from the rental fees for use usage does not guarantee that the rental fee will always be waived for that group/organization. The Superintendent or designee will determine which groups or organizations are eligible for the facility use under this category.

- Groups/organizations within KISD district boundaries defined as school-support organizations or that are composed primarily (approx. 50%) of KISD students, such as:
  - PTA's
  - Booster Clubs
  - Community Service Organizations
  - Student Organizations/Groups

A Roster will need to be provided to be considered for the reduced or waived fee.

Cancellations:

KISD reserves the right to cancel any event due to KISD campus emergency or inclement weather. The district will work to reschedule the event with the organization that is agreeable to both parties. If no date is available, any monies received for services that were not used will be refunded to the organization.

Event Staff Services:

Staffing for rental events is determined at the discretion of KISD. Event staff, ushers, KISD security personnel, supervisors, and custodial and/or maintenance services are billed at a rate of $50.00 per hour. Up to two (2) additional hours may be added to the reserved time to cover custodial and supervisory services required for facility setup and cleanup.

Security

Security is required for all non-KISD rental events. KISD partners with the Kennedale Police Department to provide event security services. Police officers are compensated at a rate of $65.00 per hour, with a minimum of four (4) hours required. Payment must be made directly to the officers at the conclusion of the event.

Concession Stands:

When a concession stand is requested, district organizations shall have the right to operate the concession stand and keep all proceeds from the sale of items. If no KISD organization is available to run concessions, the rental organization will be allowed to have their own Concession Stand. A table(s) will be provided, but only prepackaged items (chips, candy, bottled water, etc.) can be sold. Bringing in Concession equipment is **not allowed**.

Fees Due:

A 50% deposit shall be made when the **Facility Use Agreement Form** is submitted. The balance of the total rental, usage and/or service fee (supervisory, ushers, custodial, etc.) is due a minimum of two (2) weeks prior to the scheduled event. Complete payment must be made prior to the event.

If an event lasts longer than the time that was specified in the **Facility Use Agreement Form**, the organization shall be charged for all additional time and all associated service fees. (Supervisory, custodial, ushers, etc.)

Failure To Pay:

Failure to pay fees may result in legal action to allow KISD to recapture the agreed-on fees and any allowable legal expenses.

Liability Insurance:

Organizations are required to provide proof of current liability insurance, with "Kennedale ISD, its officers, employees and agents" named as an additional insured with the minimum coverage amounts stated in the Liability Insurance Requirement Addendum. Reservations will not be considered complete until the Certificate of Insurance has been received by Kennedale ISD.

Educational and Athletic Facilites

All rental prices are for a **minimum of 4 hours**.

PAC Facilities: (per day)

Auditorium:	$2,500.00
Rehearsal/Load In Day:	$1,500.00
Green Room:	$250.00 (Not available Mon-Fri on school weeks before 4pm)
Band Hall:	$500.00 (Not available Mon-Fri on school weeks before 4pm)

Wildcat Auditorium: (per day)

Performance Day:	$1,000.00
Rehearsal Only	$200.00
Additional Rooms - HS	$75.00

Additional Items:

Table Rental	$20.00 (per day each table)
Chair Rental	$5.00 (per day each table)

Staffing:

Supervisor	$50.00 per hour
Custodial	$50.00 per hour
Usher/Event Staff	$50.00 per hour
Technicians	$18.00 per hour (to be paid at the end of event)

Additional Items Requested: These need be requested in advance by the renter.

Microphones: (8 wireless/8 wired gooseneck) #_____

Dressing Room (Men) (Y/N) _____

Dressing Room (Women) (Y/N) _____

Kennedale ISD

Mandatory Liability Insurance Coverage

User group(s) shall purchase, provide and keep in effect during the use period licensed pursuant to this regulation a liability insurance policy, or rider to an existing policy, naming as additional insured "Kennedale Independent School District, its officers, employees and agents," which will provide coverage in the minimum amount of $500,000 for property damage and $1,00,000 per person and $1,00,000 per occurrence for personal injury (including death). Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that result, directly or indirectly, from intentional or negligent act or omission of user's officers, agents, employees, guests, or invitees during the use or occupancy of District. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the district and provided no later than 14 calendar days prior to the use. The User must provide the district with a certificate of insurance attesting the existence of a policy or policies providing coverage required, or, if requested by the district, a certified copy of the policy or policies. If a policy contains deductible provisions, user shall be responsible for payment of the deductible amount for any claim(s). Failure to provide such proof of insurance will result in the cancellation of the event and no refund of fees will be given to the user.

Note: No reservation is considered complete until the Certificate of Insurance has been received. The signature below states that you understand and accept the responsibility to provide proper insurance.

Organization Contact signature: _____

Date: _____

KISD Performing Arts Center Use Rules

Sponsors of organizations using the Kennedale Independent School District (KISD) Performing Arts Center (PAC) are responsible for reviewing the following rules and communicating them, as appropriate, to students, parents, and audience members. Please sign at the bottom of this page and return a copy with the Facility Use Agreement Form.

Conditions and Responsibilities:

1. **The sponsoring organization is responsible for the following:**
    - A minimum of two (2) ushers is required for each event. Additional ushers may be required by KISD based on event size.
    - Adequate chaperones for students/children (a minimum ratio of 20:1 is required). Chaperones must actively supervise students and may not remain seated in the audience.
    - Concession workers, if applicable.
2. The sponsoring organization's staff is responsible for the conduct and supervision of all students and patrons.
3. The sponsoring organization is responsible for ensuring compliance with all occupancy limits.
4. Participants and audience members may not enter the PAC until a sponsoring teacher and/or administrator is present.
5. Audience members must remain in the lobby until the House Manager authorizes seating. Doors will open no earlier than thirty (30) minutes prior to the event.
6. PAC student technicians are responsible for operating all lighting, sound, and stage equipment. All concerns regarding technicians must be directed to the assigned supervisor.
7. **The sponsoring organization's House Manager is responsible for the following:**
    - Determining when the house is ready for the performance to begin.
    - Supervising ushers, concession workers, security personnel, parking, and other front-of-house staff throughout the event.
    - Managing and communicating intermission times.
    - Coordinating with PAC staff and technicians.
8. Sponsoring KISD teacher(s) and/or administrator(s) must remain on site until all student participants have exited the PAC.
9. Food, beverages, and chewing gum are prohibited in the auditorium at all times. Ushers must be stationed at each auditorium entrance to enforce this policy.
10. Aisles must be used solely as passageways and must remain unobstructed at all times.
11. Glitter, confetti, and similar materials are prohibited within the PAC.
12. Helium balloons are not permitted in the auditorium, except as part of a stage production with prior KISD approval.
13. No items may be attached to the arms of aisle seating.
14. All equipment, instruments, scenery, props, costumes, concessions, and other event-related items must be removed from the premises by the designated facility closing time.
15. Only approved stage tape may be used for marking. No other tape may be used without prior KISD approval. Tape is prohibited on walls, floors, and doors. Fees will be assessed for any damage.

16. Contracted time limits must be strictly observed. Rental organizations must clear the stage and backstage areas within the reserved time. Additional fees may be assessed for overtime use.
17. Signs, banners, and/or pennants may only be displayed with prior KISD approval and must not damage property. Such items may not be displayed more than one (1) hour before or remain more than one (1) hour after the scheduled rental period.
18. Children must be supervised at all times and remain within their designated areas.
19. Vehicles must be parked in designated parking spaces only. Vehicles parked improperly or blocking entrances, exits, or drive lanes are subject to towing. The designated contact person is responsible for ensuring that all patrons are informed of and comply with these rules.
20. The use of tobacco, alcoholic beverages, or illegal drugs is strictly prohibited on all KISD property. The sponsor is responsible for reporting any violations to the on-duty Kennedale Police Department officer. If the violator is a student, the sponsor must also notify KISD.
21. Animals are not permitted in the PAC, except for service animals assisting individuals with disabilities or animals that are part of an approved performance, subject to prior KISD approval.
22. The facility must be left in a clean and orderly condition. User groups are responsible for reimbursing KISD for any damage, loss, or excessive cleaning costs resulting from their use. Such incidents may result in the loss of future facility use privileges.
23. All activities must be orderly, lawful, and conducted in a manner that does not incite disruption. Appropriate security measures, as determined by KISD, must be in place based on the nature of the event.
24. Attendance and participation may not exceed the authorized capacity of the facility.
25. Participation may not be restricted on the basis of race, religion, sex, creed, national origin, sexual orientation, or disability.
26. All organizations must comply with applicable federal, state, and local laws, regulations, and licensing requirements.
27. Events lasting more than two (2) consecutive hours must include an intermission and allow time for technicians and facility staff to take necessary breaks.
28. Events lasting more than four (4) consecutive hours (excluding brief breaks) must include provisions for technicians and facility staff to have a meal break.
29. User groups must provide their own clearly labeled extension cords, power strips, and office supplies.
30. Multi-day events must allow a minimum of nine (9) hours between the end of one day's event (when the facility is secured by KISD personnel) and the start of the next day's event (when the facility is reopened by KISD personnel).

The event sponsor will be notified of any infractions and given the opportunity to correct them. However, PAC staff reserves the right to pause the event until violations are resolved. If a resolution is not achieved in a timely manner, PAC staff may terminate the event. Billing will continue until all event equipment, personnel, and attendees have vacated the facility. The event sponsor is responsible for addressing any issues involving guests, including reimbursement or restitution.

I have read the above rules for the use of KISD Performing Arts Center, and I agree to all provisions contained therein.

Organization Contact: _____ Date: _____

Campus Administrator: _____Date: _____

KISD Performing Arts Center

Non-District Facility Use Agreement

This agreement grants a license to use the Performing Arts Center (PAC) within the Kennedale Independent School District (KISD) for the purposes outlined herein and subject to the payment of applicable fees.

The undersigned USER acknowledges that KISD facilities are reserved at all times for use by KISD students. The USER is granted a limited license to use the facility only during times when it is not scheduled for KISD use.

Conditions of License Use:

1. The USER agrees to use the facility only at the approved times and for the specified purposes, in compliance with all KISD requirements and payment of applicable fees.
2. Use of KISD facilities is subject to all policies and regulations governing facility use, which are incorporated into this agreement by reference.
3. The USER agrees to comply with all applicable KISD policies, as well as all laws and regulations of the City of Kennedale, the State of Texas, and the United States.
4. **Limitations of KISD Responsibility:**
   a. The facility is provided for use in its current **"as is"** condition, with all faults and defects, whether known or unknown to KISD or the USER.
   b. Interruption or loss of use of the facility due to events such as adverse weather, utility outages, circumstances beyond KISD's control, or any act or omission by KISD, its officers, or employees shall not result in liability to KISD. In such cases, KISD's sole obligation shall be to refund any fees paid for the scheduled use, less any expenses incurred prior to the interruption or loss of use.
5. Only the uses expressly approved by KISD in this agreement are permitted. The USER may bring only those items of personal property that have been specifically approved by KISD.
6. If the USER cancels the reservation, a refund of 75% of the fees paid will be issued, provided the cancellation is received at least forty-eight (48) hours prior to the scheduled event. Any expenses incurred by KISD will be deducted prior to issuing a refund.
7. KISD reserves the right to cancel this agreement with fifteen (15) days' notice if required custodial or technical staff cannot be secured.
8. The USER agrees to indemnify and hold harmless KISD and its officers, agents, and employees from any and all claims, causes of action, or judgments arising from injury, death, or property damage caused directly or indirectly by the negligent or intentional acts or omissions of the USER or the USER's officers, agents, employees, guests, or invitees during use of KISD facilities.

Name of USER (group):_____

Authorized representative (contact): Name: _____

Title: _____ Phone:(_____) _____

Accepted by KISD Representative: _____Date: _____