



PERFORMING ARTS CENTER USAGE GUIDELINES

Connally High School
3212 N Lamar Blvd, Austin, TX 78753

Hendrickson High School
19201 Colorado Sand Dr, Pflugerville, TX 78660

Pflugerville High School
1301 W Pecan St, Pflugerville, TX 78660

Weiss High School
5201 Wolf Pack Dr, Pflugerville, TX 78660

The Pflugerville Independent School District welcomes the use of facilities owned by the district by outside organizations/groups; however, such use of District facilities shall not be permitted when it interferes with the educational program of any campus or District scheduled activities, including facility maintenance and/or repair projects.

The district is a tax-supported nonprofit organization established to serve the students and youth residing within the boundaries of the district. The district may, therefore, differentiate among various categories of organizations/groups (such as youth groups, adult groups, nonprofit organizations, for-profit organizations, and civic groups) in establishing the length of time that a facility may be used or the fee charged. All organizations/groups within the same category shall be offered fair and equal access to District facilities. Board Policy GKD (LOCAL)

Fee Justification Requirements

District should charge a reasonable fee for community use. The Texas Constitution prohibits school districts from spending district resources to serve non-school purposes. Arguably, charging no fees at all constitutes an improper "gift of public funds," if the district is spending resources to keep its doors open for non-school use.

Additional Areas Available

- ♦ Main Stage Auditorium
- ♦ Box Office
- ♦ Black Box
- ♦ Wireless Microphones
- ♦ Additional Dressing Rooms
- ♦ Lecture Hall at Connally HS and Hendrickson HS
- ♦ Mezzanine/Balcony Seating (Connally and Hendrickson Only)
- ♦ Band Hall/Auxiliary Band Hall/Choir Room/Ensemble Room

LIABILITY INSURANCE REQUIREMENTS

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 **“Pflugerville Independent School District, its officers, employees and agents”**, which will provide coverage in the amount of **\$1,000,000 for property damage and \$1,000,000 per person and \$1,000,000 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 the intentional or negligent act or omission of the user’s officers, agents, employees, guests or invitees during the use or occupancy of District. **All organizations desiring to rent a district facility must furnish evidence of liability coverage for the event(s) prior to approval for 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 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).

Detailed Insurance Policy Specifications

- ◆ **Carrier Rating:** The insurance carrier must hold a minimum **“A”** rating from A.M. Best Company. Pflugerville ISD reserves the right to determine the acceptability of a carrier regardless of its rating.
- ◆ **General Liability:** Minimum of \$1,000,000 for general liability, each occurrence.
- ◆ **Automobile Liability:** Minimum of \$500,000 for automobile liability, each occurrence. Required if organization will be using vehicles to transport anything onto our school property.
- ◆ **Worker’s Compensation:** Minimum of \$100,000 for worker’s compensation, each occurrence. Required if organization hires any staff or contracts out any service that will be performing any manual labor on our school property.
- ◆ **Medical Expense:** Minimum of \$25,000 for medical expense (any one person). Required if event includes physical activity, such as but not limited to baseball, football, basketball, camps, etc.
- ◆ **Policy Change Notices:** Must include 30-day notice of cancellation, 60-day notice of nonrenewal, 30-day notice of material changes.
- ◆ **Waivers:** Insurance requirements may be waived **ONLY** for school-sponsored groups such as PTO or Booster Clubs.
- ◆ **Cancellation:** **Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the district.**

Certificate of Insurance may be emailed but the original copy must be mailed to: **Pflugerville ISD, 2021 Crystal Bend Dr., Pflugerville, Texas 78660 Attention: Facility Rental Office.**

DISTRICT RELEASE OF LIABILITY

In consideration of its use of the PfISD facilities, the organization agrees to pay the required rental fees. It also agrees that the Pflugerville Independent School District, its Board of Trustees, Agents, Employees and Representatives shall not be liable to the organization for damage to person, or property, regardless of whose negligence or acts of omission cause such injury or damage. The rental organization agrees to indemnify and save harmless the Pflugerville Independent School District, its Board of Trustees, Agents, Employees and Representatives from all suits, actions, claims, expenses, including attorney’s fees and damages of any character, type or persons or property rising out of, or occasioned by, the use of the premises used by the organization, its Agents, Patrons, Visitors, Guests, Representatives, Employees, or other persons allowed on premises by the organization during the time set forth on the attached forms. The rental organization hereby waives all defects that may exist on the premises to be used by the organization. **This release of liability is null and void if altered in any way**

RENTAL INFORMATION & SCHEDULING REQUIREMENTS

Activities conducted in the PfISD Performing Arts facilities must meet the policies and regulations of the Pflugerville School District, its Board of Trustees and all state and local laws.

The following must be on file with the Facility Rental Office prior to scheduling the rental of any district performing arts facility.

- A completed copy of the Facility Rental Agreement.
- **\$250.00 Advance Deposit;** Forms of Payment: Check, Money Order made payable to Pflugerville ISD or Credit Card (pflugervilleisd.revtrak.net; Click Facility Rental Tile); Temporary checks will not be accepted.
- Deposit refund will be issued in the form in which they were received.

- Proof of acceptable liability insurance with Pflugerville ISD named as an additional insured and certificate holder (\$1,000,000 min limits).
- Non-Profit Certificate (Proof of 501(c)3 Status issued by the Office of the Secretary of State) for verification of rate category. Failure to provide certificate will result in change of group classification.

Rental Fees will be determined by the Superintendent of Schools or designee. The undersigned agrees to be responsible to Pflugerville ISD for the use and care of all rented facilities. **Any violation or deviation from these rules may result in fines or fees, and loss of future rental privileges for a minimum of one year as deemed appropriate by Pflugerville Independent School District.**

GUIDELINES, RULES & OPERATING PROCEDURES

Violation of these guidelines may be cause for expulsion from District property and/or loss of rental privileges. Any repair cost will be billed to the renter.

- ♦ All requests to tour the Performing Arts Center must be coordinated through the Facility Rental Office. An organization may receive one tour with a maximum of three (3) people (tour length no greater than one (1) hour, additional tours not provided, theater tours not available during the summer). Check-in instructions will be provided and photo IDs are required for all attendees.
- ♦ A Site Manager and custodial support will be required for all usage at the renter's expense.
- ♦ No rentals on dates PFISD offices are closed for holidays or extended breaks (Fall, Winter, & Spring breaks, holiday weekends, and **June through August**).
- ♦ Rental requests must be submitted no earlier than **August 1** for the Fall semester and **December 1** for the Spring semester.
- ♦ Payment in full is required no later than **14** days prior to the event.
- ♦ All rental agreements will be processed by the Facility Rental Office. The completed rental agreement, the \$250 advance deposit, proof of insurance and proof of non-profit status must be on file in the Facility Rental Office before a rental agreement can be finalized.
- ♦ Refund of the deposit will be issued in the same form in which it was received.
- ♦ After confirming availability with the requested facility, all operational details of the rental will be handled by the Performing Arts Center Site Manager. All usage will be coordinated through and agreements processed by the Facility Rental Office.
- ♦ Personal use of facilities is prohibited (reunions, parties, weddings, showers, personal practices, etc.)
- ♦ Organization must appoint one representative to communicate with PFISD personnel.
- ♦ **Rental agreements must be processed no later than 60 days prior to the event.**
- ♦ Any changes to the signed contract must be made **no later than one week in advance. A \$35.00 fee will be assessed per event date for any changes made after the invoice has been generated.**
- ♦ Rental fees will not be decreased after the fact if the facility is not used for the entire contracted time. **Refunds will not be granted if cancellations are requested less than one week in advance. If event is canceled within 60 days of performance, deposit is nonrefundable.**
- ♦ A ten percent (10%) late fee may be added to the total rental cost for payments received more than three days after the due date.
- ♦ The renter will be assessed the rental fee from the time the facility is opened until it is closed or vacated. No unlock time prior to 4:30 pm will be allowed on days when school is in session. If the event runs over the requested lockdown time, billing will be assessed after the fact in half hour increments.
- ♦ All Performing Arts Centers are closed to outside organizations during school holidays, weekends immediately preceding and following a school holiday and June-August.
- ♦ **There will be no long-term rentals of the Performing Arts Centers.**
- ♦ **Academic classrooms are excluded from usage by outside entities.**
- ♦ All organizations sponsored by Pflugerville ISD are responsible for providing one (1) campus administrator that is actively supervising and easily accessible throughout the event. The campus administrator must remain onsite until all participants have vacated the PAC.
- ♦ Renting organizations' staff and administration are responsible for their performers, students and their patrons.
- ♦ Renting organizations are responsible for providing the following:
 - Ushers (8 for Main Stage Performances and 2 for Lecture Hall rentals)
 - Chaperones for students or participants under the age of eighteen. (Minimum 18:1); actively supervising, not in the audience, or directing students on stage.
 - At least one (1) Chaperone/Supervisor per dressing/holding area.

- ♦ Renting organizations are responsible for adhering to safe occupancy limits. The number of participants/patrons may not exceed the authorized capacity of the facility per Fire Code Compliance.
- ♦ Aisles shall be used only as passageways and shall be kept unobstructed at all times. Nothing may be attached to the arms of the aisle seating. No standing or sitting in the aisles during an event.
- ♦ If tape is needed to mark the stage, appropriate stage tape may be used. Any other type of tape may not be used without prior approval of the PAC Site Manager. **NO TAPE IS ALLOWED ON WALLS OR DOORS.**
- ♦ Prior approval must be given by the Facility Rental Office before signs, banners, etc. are erected, and they shall not deface the property. In no event shall signs, banners, etc. be in place more than one hour prior to the rental/use period, nor more than one hour after the rental use period. All signs, banners and reading material need prior written approval (Board Policy GKDA – LOCAL).
- ♦ Any equipment, instruments, scenery, props, costumes, concessions, or other event related items must be removed from the premises by the final stated facility lock down time or additional rental fees will be assessed.
- ♦ Groups must bring their own extension cords, power strips and all office supplies.
- ♦ Usage for political rallies is prohibited.
- ♦ **The use, sale, or possession of alcoholic beverages, illegal drugs, firearms and the use of tobacco products or e-cigarettes on any District property is strictly prohibited. (See School Board Policy GKA-LOCAL)**
- ♦ No pets (except service animals), including dogs, are allowed at events.
- ♦ No electrical appliances will be allowed in the building.
- ♦ The use of open flames, such as barbeque grills, deep fryers or candles, is strictly prohibited.
- ♦ **The facility curfew will be adhered to:**
 - **The facility must be empty and lights out no later than 9:00pm on a weekday night (Sunday through Thursday), and 11 PM on weekends (Friday and Saturday).**
- ♦ **Multi-day events must allow a minimum of eight (8) hours between one evening's end time and the following morning's open time.**
- ♦ All activities shall be orderly and lawful and not of a nature to incite others to disorder. Reasonable security arrangements, as determined by the school district, shall be provided according to the type of event for which the facility has been contracted. Renting organizations shall comply with all federal, state and local laws, regulations and licensing requirements.
- ♦ All content and information (music, text, dialogue, etc.) presented must be "radio edit" clean, and reflect the district standards of conduct.
- ♦ The PfISD Performing Arts Center employees are the only persons permitted to handle and/or operate PAC equipment. (Lighting, Sound, Stage Rigging, etc.)
- ♦ Renters will have no access to equipment not specified in the agreement.
- ♦ **Rental rates are reviewed annually and rates may change at the beginning of Pflugerville ISD's fiscal year, which begins July 1st of each year, or at Cabinet Leadership's discretion.**
- ♦ No PfISD employee is authorized to accept tips, gratuities, or wages directly from the applicant or renter.

The PfISD Performing Arts Center shall be left in a neat and orderly condition. All user groups shall be held responsible for reimbursing the cost of damage, loss, or excessive cleaning charges incurred through their use of the facility.

Cancellation Policy & Unexpected Closures

- ♦ **District Cancellation Authority:** Rental Office has the authority to cancel non-school use if unexpected conflicts arise with District activities. **GKD (LOCAL)** Last minute cancellations by District Leadership may occur due to bad weather or emergency repairs with prepaid fees reimbursed.
- ♦ **Renter Cancellation:** Notice must be given in writing at least **five (5) business days** prior. Otherwise, applicants are charged for all scheduled dates/times.

Pflugerville ISD has the right to refuse and/or terminate a rental. Reasons include, but are not limited to the following: space availability, failure to pay in a timely fashion, failure to comply with all rules and regulations, recurring losses and/or damage, inappropriate behavior of the renter or their audience.

STAFFING/SECURITY & CUSTODIAL REQUIREMENTS

Site Manager (\$40.00/Hour)

Required for ALL usage. Time calculated as rental duration + 15 minutes prior to unlock and 15 minutes after lockdown. 2 ½-hour minimum charge. Site Managers ensure renters obey all district policies and are responsible stewards of district assets.

Custodial Support (\$40.00/Hour/Custodian)

Required for ALL usage at renter's expense. Number of custodians based on attendee count and event type. **4-hour minimum charge.** Fees are not included in facility rental rates. Custodial charges will include time after the event to thoroughly clean the area and 30 minutes before the event to prepare for the rental, if deemed necessary.

Police Security Requirements

Subject to Safety, Security and Emergency Management review. **Security coordinated/paid through PFISD Police Dept.** Custodians/Site Managers do NOT count as security.

Minimum Staffing Will Be Contingent Upon Event Type and Number of Attendees:

1-250	1 Police Officer
250-500	2 Officers
500-1000	3 Officers
1000-1500	4 Officers

Event Coordinators will be notified of infractions and given the opportunity to correct the issues. However, the PFISD Performing Arts Center staff is fully within their rights to refuse to continue the event until infraction(s) are corrected. If a resolution is not reached in a timely manner, PFISD PAC staff are authorized to end the event. **Billing will continue until all event, equipment, personnel and the audience have left the facility.** It is the responsibility of the event organizer to interact with their guests and to address any issues of reimbursement or restitution. **For the safety of the rental groups and district facilities, all rental activities are subject to camera surveillance.**

FOOD/HEALTH REQUIREMENTS

Food and drinks are not allowed inside the Performing Arts Center, backstage, inside any dressing room or in the house.

A \$200.00 charge will be assessed after the fact if the food/drinks are found in any of these areas during or at the conclusion of the rental.

PARKING GUIDELINES

All groups using any PFISD facilities and grounds are responsible for keeping all emergency access clear at all times. Please do not park on grass, in fire lanes, by fire hydrants, blocking driveways, in handicap spaces, or in handicap accessible routes. Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.

FIRE CODE & SAFETY COMPLIANCE

Fire and safety code compliance must align with District and Fire Marshal's guidelines for Educational Facilities.

- ◆ No decorations on corridor or room walls (beyond what has been placed by the campus)
- ◆ Code violations include obstructing access to an exit. Exits cannot be blocked by furniture, signs, curtains, décor or another item that can impede a safe and efficient exit.
- ◆ Fog, hazer or smoke machines are strictly prohibited.
- ◆ Candles and other open flames (i.e., pyrotechnics, matches, or lighters) are strictly prohibited.
- ◆ Glitter, confetti or any similar item are **NOT** allowed in the facility.
- ◆ Storage, even temporary, is not allowed in exit corridors or under stairs.
- ◆ No decorations may be placed on exit, room or stair doors or measures taken to obscure or obstruct a doorway.
- ◆ Nothing may be hung on or near a sprinkler head.
- ◆ No materials on ceilings or walls of stairwells.
- ◆ Nothing may be attached directly to ceilings. Items may hang from the ceiling but must be attached by metal wire and hung by authorized District staff at least 18 inches from the ceiling.
- ◆ Curtains, draperies, hangings and other decorative materials suspended from walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 or be noncombustible (with documentation attached). Thus, all curtains must have a tag from the manufacturer verifying flame resistance.
- ◆ Upholstered fabrics and temporary curtains must be flame resistance or treated annually and documentation maintained with the items. Flame retardant must be applied prior to being brought to the facility.
- ◆ The required fire-resistance rating of fire-resistance rated construction shall be maintained. Thus, ceiling tiles cannot be moved or otherwise disturbed.

- ◆ Large banners on walls in assembly areas with high ceilings must terminate at least 8 feet above the floor level and be suspended at least 18-inches from the ceiling.
- ◆ Only surge protected single extension cords shall be used. Extension cords may not be plugged into one another.
- ◆ Light bulb wattage shall not exceed the rated capacity of the fixture.
- ◆ Combustible materials shall not be stored in boiler, mechanical or electrical rooms.
- ◆ No cooking or open flames allowed in or around facility.
- ◆ Neither chains nor drop bars are permitted on exit doors.
- ◆ When rooms are occupied, doors may not be blocked open.
- ◆ Participants should be informed of procedures for safely evacuating the building and staff should be assigned responsibility for facilitating a safe evacuation.
- ◆ Do not cover/block exit signs, doorways, fire extinguishers, strobe lights, or smoke alarms
- ◆ Do not move or place anything in the hallways
- ◆ Use only the room/rooms you requested
- ◆ No pets (except service animals), including dogs, are allowed at events
- ◆ If the fire alarm goes off, please evacuate everyone in the building immediately; do not reset alarm

RENTAL CATEGORIES

CATEGORY A:

SCHOOL RELATED NON-PROFIT ORGANIZATIONS

Non-profit youth athletic groups who primarily serve Pflugerville ISD students (**80% or greater of participants**) may be permitted to rent at the Category A rate. A roster of all participants, with student's name, date of birth and campus attending, must be provided.

PfISD SANCTIONED EVENTS: Government Entities (City of Pflugerville; Pflugerville Fire/Travis County ESD)

- ◆ Site Manager & Custodial Fees Apply

CATEGORY B:

NON-PROFIT ORGANIZATIONS

Non-profit groups or organizations may rent for the Category B rates if they provide the Facility Rental Office proof of their 501(c)3, Certificate of Non-Profit status.

CATEGORY C:

FOR PROFIT ORGANIZATIONS

For profit organizations and businesses may rent for the established Category C rates plus custodial and site manager fees. **Any group or individual who does not have non-profit status (i.e., 501c3) will be categorized as for profit.**

PRICING BREAKDOWN

MAIN STAGE AREA

PfISD Sanctioned Events – [Government Entities-City of Pflugerville; Pflugerville Fire/ESD Department]

Facility Rental Fee	\$150.00/Hour
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Non-Profit Organizations

Facility Rental Fee	\$175.00/Hour
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For Profit Organizations

Facility Rental Fee	\$250.00/Hour
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LECTURE HALL AREA (CHS ONLY)

Non-Profit Organizations

Facility Rental Fee	\$75.00/Hour
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For Profit Organizations

Facility Rental Fee	\$125.00/Hour
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BLACK BOX

Non-Profit Organizations

Facility Rental Fee \$75.00/Hour

For Profit Organizations

Facility Rental Fee \$125.00/Hour

CLASSROOMS - FINE ARTS AREA

(Band Hall, Auxiliary Band Hall, Choir Room, Ensemble Room)

Non-Profit Organizations

Facility Rental Fee \$50.00/Hour

For Profit Organizations

Facility Rental Fee \$125.00/Hour

Estimated Number of Participants: _____ Estimated Number of Attendees: _____

Advanced Security Deposit: \$250.00

Event Set-up/Take-down Fee: \$250.00

Site Manager Fee: \$50.00/hour (2-hr min.)

Custodial Fee: \$40.00/hour/Custodian (4-hr min.)

Student Technician Fee: \$25.00/hour/Technician

Police Security Fee: Coordinated & paid through PFISD Police

SEATING CAPACITY

Pflugerville High – 998

Hendrickson High – 890

Connally High – 883

Weiss High - 780

Equipment & Maintenance Policies

All specific equipment requirements will be coordinated directly with the PAC manager prior to invoicing.

Please attach an additional sheet listing type of equipment, volts, amps and wattage. The district reserves the right to limit the quantity of equipment based on the electrical capacity of the building.

Equipment found inoperable during a rental must be communicated by the renting group to the Site Manager at the time it is found and to the Facility Rental Office, within a 24-hour period from the time the rental began. The problem will be investigated and verified. Upon verification, a refund **MAY** be issued.

Transfer of Contract

Organization acknowledges it does not have permission to assign, sublet or transfer any part of the rental agreement to a third party. If it is determined that an assignment, sublet or transfer has occurred, the organization will be billed for the event at the for-profit rate as posted in this agreement and could result in the loss of rental privileges in the future if not paid in full.