



ROCK GYM FACILITY USAGE GUIDELINES

702 W. Pecan St.
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)

The 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.

LIABILITY INSURANCE

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. 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 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).

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

Activities conducted at The ROCK GYM 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 completed and uploaded prior to scheduling:

- * Completed copy of the Facility Rental Agreement acknowledging all rules, procedures and regulations have been reviewed and understood.
- * **\$500 Advance Deposit; Check or 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 same form in which it was received.
- * Proof of acceptable liability insurance with Pflugerville ISD named as an additional insured and certificate holder with limits of at least \$1,000,000.
- * Non-Profit Certificate for verification of rate category (Proof of 501(c)3 Status) issued by the Office of the Secretary of State
- * To obtain Category A, **80% or greater of all participants must be Pflugerville ISD students.** Roster of all student participants that includes student's name, date of birth and campus, will be needed to verify the rate category.

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, and to conform to all policies and regulations as set forth in the Rental Guidelines.

This organization represents to Pflugerville Independent School District that it has read the Facility Rental agreement and agrees to all provisions contained therein. **The renting organization understands and accepts that 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 & 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.

- ♦ The activities of The PACE Building next door are primary and the use of the Rock Gym cannot interfere with their usage.
- ♦ Rental requests may be submitted no earlier than: **August 1** for the Fall semester; **December 1** for the Spring semester. There will be no rentals on dates PfISD is closed for holidays or extended breaks which includes, but is not limited to, Fall, Winter, & Spring breaks, weekends preceding and following district holidays, and the month of August.
- ♦ There are approximately 65 parking spaces. Staff and visitors at PACE require most of these spaces. Some parking may be allowed on the original football field if it has not been raining. The gate is kept unlocked, but is secured with a carabiner clip.
- ♦ If the open field behind the gate is used for additional parking, please designate someone to be responsible for closing the gate and securing it with the carabiner at the conclusion of your usage.
- ♦ All requests to visit **The ROCK GYM** must be coordinated through the Facility Rental Office.
- ♦ **A certificate of liability insurance will be required for all usage.**
- ♦ A Site Manager and custodial support will be required for all usage at the renter's expense.
- ♦ Usage for athletic events is prohibited.
- ♦ Usage for political rallies is prohibited.
- ♦ Usage is limited to weekends only.
- ♦ **The use, sale, or possession of alcoholic beverages, illegal drugs, firearms and the use of tobacco products, vapes or e-cigarettes on any District property is strictly prohibited. Board Policy GKA (LOCAL)**
- ♦ No pets (except service animals, including dogs) are allowed inside campuses or football stadiums.
- ♦ The renter will be assessed the rental fee from the time the facility is unlocked until it is closed or vacated.
- ♦ **THE RENTAL OFFICE/CAMPUS SHALL HAVE AUTHORITY TO CANCEL A SCHEDULED NON-SCHOOL USE IF AN UNEXPECTED CONFLICT ARISES WITH A DISTRICT ACTIVITY. GKD (LOCAL)**
- ♦ **LAST MINUTE CANCELLATIONS BY THE CAMPUS MAY OCCUR. IN THE EVENT PFISD MUST CLOSE CAMPUSES FOR ANY REASON (I.E., BAD WEATHER, EMERGENCY REPAIRS, ETC.), ALL EVENTS WILL BE CANCELLED. ANY PREPAID FEES MAY BE REIMBURSED.**
- ♦ Rental agreements must be processed no later than **21 days** prior to the event.
- ♦ Payment in full is required no later than **14 days** prior to the event.
- ♦ **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 use of open flames, such as barbeque grills, deep fryers or candles, is strictly prohibited.**
- ♦ No equipment or supplies of the renters will be stored on school property.
- ♦ Renters will have no access to equipment that is not specified in the contract.
- ♦ All signs, banners and reading material need prior written approval by the Facility Rental Office. See School Board Policy GKDA – LOCAL.
- ♦ All children must be supervised at all times and remain in assigned areas. There should be at least one adult per twenty children.
- ♦ **No electrical appliances will be allowed in the gym.**
- ♦ **Rental rates are reviewed annually and rates may be changed at the beginning of the Pflugerville ISD fiscal year, which begins July 1 of each year.**

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.

RENTAL INSURANCE

All organizations requesting to rent a district facility must furnish evidence of liability coverage for the event(s) prior to approval for use.

Proof of insurance must consist of:

- ◆ Certificate of Insurance provided by your insurance provider licensed in Texas
- ◆ Pflugerville ISD must be named as Additional Insured and Certificate Holder, as listed below:

**Pflugerville Independent School District
2021 Crystal Bend Drive
Pflugerville, TX 78660
Attn: Facility Rental Office**

- ◆ Effective dates must cover the date of the event(s)

Minimum insurance limits:

- ◆ Minimum of \$1,000,000 for general liability, each occurrence.
- ◆ Minimum of \$500,000 for automobile liability, each occurrence. Required if organization will be using vehicles to transport anything onto our school property.
- ◆ 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.
- ◆ 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.
- ◆ The insurance carrier must hold a minimum "A" rating from A.M. Best Company. However, Pflugerville ISD reserves the right to determine the acceptability of a carrier regardless of its rating.

Notice of cancellation of policy:

- ◆ 30-day notice of cancellation
- ◆ 60-day notice of nonrenewal
- ◆ 30-day notice of material changes

Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the district.

Access to the facility shall not be permitted until the insurance has been screened and approved. The insurance requirement may be waived for school sponsored groups such as PTO or Booster Clubs.

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.**

DEPOSITS

A \$500 deposit is required for all rentals and shall be refunded/credited at the conclusion of the event provided the facility is returned to normal school operating conditions and no damage has occurred. **All deposits must be in the form of check, money order made payable to Pflugerville ISD or Credit Card (pflugervilleisd.revtrak.net; Click Facility Rental Tile).** A refund will be issued in the same form in which it was received.

CUSTODIAL REQUIREMENTS

Organizations requesting the use of a district facility will be required to hire district custodial staff to provide custodial services. The number of custodians required is based on the estimated number of attendees and type of event. **Fees for custodial services are not included in the rental fees. Custodial charges will be \$40.00 per hour with a four-hour minimum charge.**

SITE MANAGER REQUIREMENTS

All rentals will require a Site Manager. Fees are not included in the rental fees. Site Manager's time will consist of the rental time plus 15 minutes prior to the unlock time and 15 minutes after the lockdown time. The Site Manager will be visible and in attendance for the entire length of the event. Site Manager charges will be \$40.00 per hour with a two-hour minimum charge. Site Manager responsibilities include being a responsible steward of district assets and ensuring renters obey all district regulations, policies, and procedures located within the rental agreement.

SAFETY and SECURITY

All rental agreements are subject to Safety, Security and Emergency Management review and approval. In addition, at the district's discretion, outside groups may be required to have security present during an event. **Security services will be coordinated and paid for through the PfISD Police Department at the renter's expense.** Custodians and Site Managers will not be considered security.

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

1-100

1 Police Officer

VERIFICATION of NON-PROFIT STATUS

All 501(c) (3) non-profit organizations shall provide a copy of their letter of determination from the IRS and a copy of their 501(c) (3) paperwork as part of the application. **Failure to provide 501(c) (3) paperwork will result in a change in Group Classification.**

CANCELLATION POLICY

Cancellation must be given in writing to Facility Rentals office. Applicants will be charged for all dates and times scheduled unless a cancellation notice of at least five (5) business days is received. Business day is defined as days the district is open. PFISD initiated cancellations can be made without advanced notice. In these cases, PFISD assumes no liability other than the return of any previously paid fees for unused facilities.

FOOD/HEALTH REQUIREMENTS

PfISD is subject to Health and Human Services Department guidelines concerning food preparation and sales during the rental of a PfISD facility. All food servings must be in compliance and in accordance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G.

Renters will be required to obtain and provide a temporary food permit from the City of Pflugerville or Austin/Travis County Health and Human Services to serve and/or sell any food items not listed below:

Prepackaged items such as individual bags of chips, crackers, candy, individual cans of soda, bottled water and potentially non-hazardous food such as popcorn or coffee are allowed to be sold.

Aramark catering service is also available for hire.

Food trucks will be required to have proper permits from the Cities of Austin or Pflugerville. In addition, the trucks must follow all USDA and TDA Regulations. Food truck vendors will be responsible for removal of any grease or spills on paved areas, or will be assessed a \$100 cleaning fee for PfISD maintenance to remove the spill.

NO HOME PREPARED FOODS ARE ALLOWED. FOOD MUST BE FROM AN APPROVED SOURCE -
Purchased from permitted kitchen or grocery store.

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 COMPLIANCE

Fire and safety code compliance will be consistent with the guidelines of the district and of the Fire Marshal's office as it applies to Educational Facilities.

- ◆ Maximum **BUILDING CAPACITY – 100**
- ◆ Code violations include obstructing access to an exit. Exits cannot be blocked by furniture, signs, décor or other items that can impede a safe and efficient exit.

- ◆ Storage, even temporary, is not allowed on the property.
- ◆ Only surge protected single extension cords shall be used. Extension cords may not be plugged into one another.
- ◆ No cooking or open flames allowed in or around facility.
- ◆ Participants should be informed of procedures for safely evacuating the gym and staff should be assigned responsibility for facilitating a safe evacuation.
- ◆ **Fog, hazer or smoke machines are strictly prohibited.**
- ◆ Candles and other open flames (e.g., pyrotechnics, matches, or lighters) are strictly prohibited.
- ◆ Glitter, confetti or any similar item are **NOT** allowed in the facility.
- ◆ No decorations may be placed on exit or room doors or measures taken to obscure or obstruct a doorway.
- ◆ Nothing may be hung on or near a sprinkler head.
- ◆ No materials on ceilings.
- ◆ Nothing may be attached directly to ceilings.
- ◆ Neither chains nor drop bars are permitted on exit doors.
- ◆ When the gym is occupied, doors may not be propped open.

MUSICAL EQUIPMENT

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.

INOPERABLE EQUIPMENT

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.

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 the gym at the Category A rate. A roster of all participants, with student's name, date of birth and campus attending, must be provided.

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

- Personnel Charges Apply: Site Manager Fee - \$40.00 per hour;
- Custodial Fee - \$40.00 per hour/Custodian

CATEGORY B:

NON-PROFIT ORGANIZATIONS

Non-profit groups or organizations may rent the gym 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 the gym 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.**

EVENT INFORMATION

Organization Name: _____

Event Name/Type: _____

Non-Profit Status: _____

Groups requesting non-profit rates must provide proof of 501(c)3 status.

Groups requesting Category A rates must submit a roster of all participating students. 80% of participants must be PfISD students.

CONTACT INFORMATION

Primary Contact: _____

Primary Telephone Number: _____

Email Address: _____

RENTAL INFORMATION

Estimated Number of Attendees (100 maximum): _____

Event Date(s): _____

Facility Unlock Time: _____

Event Begin Time: _____

Event End Time: _____

Facility Lockdown Time: _____

PRICING GUIDELINES

Deposit

\$500.00

Facility Rental Fee: (Please refer to Page 6 for explanation of categories)

Category A: \$45.00/hr.

Category B: \$100.00/hr.

Category C: \$150.00/hr.

Site Manager

\$40.00/Hour

Custodial Fee

\$40/Hour/Custodian

(Number of custodians contingent of type of event and estimated number of attendees)

Security (Coordinated and paid for through the PfISD Police Department-Please see [Page 5](#))

Additional Equipment Available for Use (included in rental fee)

___ Wireless Internet

___ Pull-down Projector Screen (Technology support may be required at renter's expense)

___ Laptop

___ Guest WiFi

The renting organization agrees to and will pay in full, all charges as reflected in the pricing list.

Signature: _____

Date: _____