



THE PFIELD FACILITY USAGE GUIDELINES

1440 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)

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.

STADIUM BENEFITS

- 10,000 Seats with equal seating on both home & visitor side
 - (Access to Home Side Only Depending on Event Size)
- Large locker rooms, also equal on both home & visitor side
- Parking for over 2,000 plus overflow
- Hellas Matrix Turf
- State of the art scoreboard
- Press box, large media space with private boxes
- Stand-alone stadium (lack of track) allows spectators to be closer to the game.

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 at The PFIELD 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 stadium:

- A completed copy of the Facility Rental Agreement.
- **\$500.00 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 PFIELD 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. Check-in instructions will be provided and photo IDs are required for all attendees.
- ◆ A facilitator 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). **No rentals are allowed from Aug 1st through Labor Day.**
- ◆ **There will be no rentals on the evening immediately preceding or during the designated State testing days (STAAR Tests).**
- ◆ Saturday rentals are limited to after 12 noon during football season.
- ◆ 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 \$500 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.
- ◆ 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. If the event runs over the requested lockdown time, billing will be assessed after the fact in half hour increments.
- ◆ Renting organizations' staff and administration are responsible for their performers, students and their patrons.
- ◆ 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).
- ◆ 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 or inside football stadiums.
- ◆ **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.
- ◆ 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.
- ◆ No portable toilets are allowed when renting the parking lot.

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.

TURF FIELD GUIDELINES AND RESPONSIBILITIES

Major areas of responsibility: Keeping the turf clean and preventing physical damage. Users are responsible for their players as well as their spectators.

CLEANLINESS: Because the turf is not regenerated like natural grass, anything left on the turf remains there, posing health and safety hazards as well as general degradation of the turf.

Prohibitions

- No tape
- No food of any kind, including seeds
- No gum!!!
- No nuts or peanuts (a serious allergy risk to others)
- No Gatorade or soda; no tobacco products; no alcohol
- No glitter or powders in the stands or on the turf field
- No disposing of ice chest or water on artificial turf fields
- No introductions of sand or fills on the field.
- No dogs or other pets (advise your spectators)
- No storage of equipment
- No golfing, javelin throwing and no use of long spike track shoes
- No open flames of any kind, including fireworks and welding, etc., allowed
- No roller blades, roller skates, skateboards, bicycles, tricycles or any other self-propelled or otherwise-propelled wheeled apparatus shall be allowed on the artificial turf field.
- Any equipment used on the field must be lifted and carried for placement - **DO NOT DRAG**. Protect the turf surface from sharp or pointed edges of objects or equipment placed on the field. When goals or other equipment are moved, they should be carried or moved on wheels. ***Dragging goals, such as lacrosse goals, will damage the turf.***
- Maximum length for cleat spikes is 1/4”; 3/16” is preferred.
- Motorized vehicles are not permitted on the turf (except approved maintenance vehicles). If an ambulance or other emergency vehicle must traverse the turf, try to caution the driver to be extremely careful when starting, stopping and turning (should make slow wide turns). A wood block should be placed at the curb to smooth the transition on and off the turf.

Clean-up

1. You are responsible to leave the field as clean as you found it. When you are done, you must police the field and remove anything left by your players or spectators, such as trash, athletic tape or

equipment. Be very careful to remove all mouth guards left by players (a biological hazard). Have your players police the field in a line at the end of their event. Ask the visiting team to assist.

2. Cleaning spills and human waste: Spills of foreign substances should be removed as quickly as possible. Thoroughly rinse any cleaning attempts to avoid slippery areas that could result in injury.

Other Notes

3. Please encourage your players to try to avoid spitting.
4. Spilled drinks should be thoroughly rinsed into the turf with clean water (no risk to the turf).
5. If a custodian is assigned to your event, contact the custodian for assistance.

STAFFING/SECURITY & CUSTODIAL REQUIREMENTS

Facilitator (\$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 charger. Facilitators 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/Facilitators 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 PFIELD 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 PFIELD 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.**

If traffic control is requested or required during the facility rental, additional charges may be accessed for the use of police vehicles. This fee will be determined by the information contained in the facility request.

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.

Organization is responsible for their own tables.

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 to be sold/served during a rental. FOOD MUST BE FROM AN APPROVED SOURCE • Prepared on site, purchased from permitted kitchen or grocery store. If prepared on-site, additional requirements apply.

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

- ◆ No decorations in locker rooms, on corridor or room walls (beyond what has already been placed there)
- ◆ 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 in exit corridors or under stairs.
- ◆ 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 stadium and staff should be assigned responsibility for facilitating a safe evacuation.

PROPERTY DAMAGE

Damages to PFISD property shall be the responsibility of the renting group. Misuse or abuse of PFISD equipment and/or facilities can result in the immediate denial for future use.

PRICING BREAKDOWN

Facility Rental Fee for Athletic Eve	\$200.00/Hour
Stadium Lights	\$300.00/Day
Soccer Goals	\$40.00/Day
Under no circumstances is any other gym/field equipment to be used by renters, i.e., balls, corner flags, etc.	
Rental Fees for Camps/Non-Athletic Events	Call for Pricing-Pricing will be per hour
Parking Lots (No Lights)	Non-Profit-\$15.00/Hour; For Profit-\$50/Hour

Estimated Attendance: _____

Advanced Security Deposit: \$500.00

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

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

Scoreboard Operator Fee (PFISD Staff Only): \$40.00/hour

Police Security Fee: Coordinated & paid through PFISD Police

Equipment & Maintenance Policies

All specific equipment requirements will be coordinated directly with the Facility Rental Office prior to invoicing.

Equipment found inoperable during a rental must be communicated by the renting group to the facilitator 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.

SPECIAL CONSIDERATIONS REQUESTS

The Pflugerville ISD Facility Rentals Department prides itself on transparency and equal access to the use of district facilities. However, Pflugerville ISD also understands special circumstances will occur, and; the district sometimes receives requests to use district facilities outside of normal published operating procedures. Therefore, the following section is provided to allow prospective renters to request exceptions to or additional consideration to be given to individual rental requests.

Requesting Entity _____

Authorized Representative _____

Special Request(s) _____

Reason for Request(s) _____

The requested exception has been approved by Pflugerville ISD.

Craig Pruett, Executive Director

**Victor Valdez, Chief Operating Officer
of Facilities & Support Services**

Conditions of Approval _____
