Facilities Usage Guidelines

Assistant
Superintendent of
Student Services Office

400 North Wall Street
P.O. Box 269
Belton, Texas 76513

254-215- 2077
Fax: 254-215-2001
After Hours: 254-541-2983

BELTON INDEPENDENT SCHOOL DISTRICT
FACILITIES USAGE GUIDELINES

BELTON ISD RENTAL POLICY

The Belton Independent School District allows limited use of District facilities by outside organizations/groups. However, such use of District facilities shall not be permitted when it interferes with the educational program of any scheduled campus or District activities, including facility maintenance and/or repair projects.

Belton ISD 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(s) charged. All organizations/groups with the same category shall be offered fair and equal access to District facilities. Any misrepresentations by an organization and/or individual, abuse of any District property, and violation of state, local law or federal and/or any violation of any District policy, rule or regulation may result in: 1) the immediate termination of the contract; 2) the requirement to immediately vacate the premises; and/or 3) the denial of the organization's and/or individual's request for future use of the premises.

All requests must be submitted in writing with contact information, dates and area(s) requested on the *Facility Use Request* form. All requests will be considered according to these guidelines. The administration reserves the right to deviate when necessary to achieve the overall purpose of the guidelines.

FACILITIES:

District facilities include, but are not limited to, campuses, real property, athletic facilities, buildings housing support personnel, and the Performing Arts Center (PAC). Charges for facilities are listed below by user group designation.

USER GROUP DESIGNATION

Group 1:

SCHOOL-RELATED NONPROFIT ORGANIZATIONS:

Booster Clubs, PTA, PTO, Student/Teacher Groups, Communities in Schools, BISD Alumni Groups, Scouting Organizations, and other similar organizations will be permitted the use of facilities without charge on days when school is in session but not later than 8:30 P.M. on those days. Group 2 rates will apply for all other times. All other policies and procedures will be enforced.

With the Assistant Superintendent of Student Services approval, Belton ISD PTAs/PTOs will be allowed to use their school's facilities one Saturday during the school year at no cost to the PTA/PTO. Normal procedures to request facility usage will apply to this day and any additional days will incur costs at the Group 2 rate.

District facility usage fees and insurance are waived for Group 1 for education-related activities approved by the District. However, *personnel and equipment usage fees may apply for all events that require additional personnel or other resources*. Efforts should be made to schedule activities during normal custodial hours. The Assistant Superintendent of Student Services will determine building use and applicable fees.

Group 2:
NONPROFIT YOUTH ORGANIZATIONS
Nonprofit youth groups may be permitted to rent facilities at the Group 2 rate if they provide proof of 501(c)3 status. Note: These groups may be permitted use of the facilities at no charge for recreational teams until 8:00 P.M. on days when school is in regular session providing that no special needs are requested.

Organizations will be limited to the rental of no more than 5 facilities per week for a combined total of no more than 10 hours a week per location. Organizations will be permitted the use of facilities at no charge until 8:00 P.M. on days when school is in session.

District facility usage fees at campuses will be waived for Group 2 on days when school is in session but not later than 8:00 P.M. District facility fees at the Group 3 rate will apply at all other times for competitive club/select teams where parents are charged a fee of $500 or more per season. District insurance requirements will also apply.

Group 3:
NONPROFIT COMMUNITY ORGANIZATIONS
Neighborhood associations, adult community groups, civic/services, churches, and youth summer programs may rent facilities at the established Group 3 rates plus other associated fees. District insurance requirements will also apply.

Group 4:
FOR-PROFIT ORGANIZATIONS
For-profit organizations and businesses may rent facilities at the established Group 4 rates plus other associated fees. District insurance requirements will also apply.

Group 5:
GOVERNMENTAL AGENCIES AND MUNICIPALITIES
Governmental agencies and municipalities will be permitted the use of facilities without charge. All other policies and procedures will be enforced.

PERFORMING GROUPS:

Building usage fees may be waived for events that provide cultural enrichment opportunities for the community and for which an admission fee is not charged; however, personnel and equipment fees as illustrated on Facility Rental Fee Schedule sheet and insurance requirements noted below will apply at all times.

LONG-TERM USE:

The repeated rental of school facilities shall be limited to a maximum of eighteen (18) months from the date of the initial rental contract.

LIMITED ACCESS:

The District has the authority to limit access to facilities. The use of all athletic game fields, gyms, field houses, or tennis courts is restricted to after school hours and must be requested through the Assistant Superintendent of Student Services and must also be approved by the Athletic Director.

All facilities are subject to closure to the public for maintenance. Outdoor facilities, including playgrounds, may be closed in the event of repeated vandalism.

SECURITY

The District may require outside groups to provide security during the scheduled event. Organizations shall comply with all federal, state and local laws, regulations and licensing requirements. **Custodians will not be considered as security personnel.**

SCHEDULING:

Facility Use Request forms must be submitted at least ten (10) calendar days prior to the scheduled event to ensure full heating, cooling and custodial services. Public and private athletic competitions may be scheduled sooner at the discretion of the Athletic Director and Assistant Superintendent of Student Services.

CANCELLATION:

Cancellation must be received in writing not less than 48 hours prior to the event. The deposit will not be refunded if written notice of cancellation is not received.

INSURANCE:

Prior to approval and use of the facility, users in groups 2, 3, and 4 will furnish proof of liability coverage for the event(s). This coverage should consist of an original Certificate of Insurance with Belton ISD named as an Additional Insured and Certificate Holder with a minimum of $1,000,000 per occurrence and $1,000,000 general annual aggregate.
Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that results, directly or indirectly, from the intentional or negligent act or omission of user's officers, agents, employees, guests, or invitees during the use or occupancy of district premises. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable 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. If a policy contains deductible provisions, the user shall be responsible for payment of the deductible amount for any claim(s).

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

FEES:

Scheduled fees are as follows:

1. Rental fees will be determined by the Assistant Superintendent of Operations.
2. A 75% deposit, proof of acceptable liability insurance with BISD named as an additional insured and policy holder, and nonprofit certificates for verification of rate category must be on file prior to scheduling the rental of any facility.
3. Outstanding rental fees must be paid in full within 14 days after the event date.
4. Fees for damages will be assessed and may result in loss of further use of the District's facilities.
5. The renter will be assessed a rental fee from the time the facility is opened until it is closed or vacated. A custodian will be required at all times.
6. Opening/closing of building facilities must be arranged with a facility supervisor or approved designee. This includes Monday through Friday and weekends. Exception: If District personnel are involved, this requirement may be waived if other District employee(s) will be present at all times and able/responsible for securing the building.
7. School-related groups requiring a facility supervisor or custodian(s) on the weekends will be assessed a fee according to the Facility Rental Fee Schedule. There is no charge for school functions.
8. The use of kitchens will require the use of a Child Nutrition Department staff member assessed at rates indicated on the Facility Rental Fee Schedule.

GENERAL RULES

All users of school district facilities shall:

- Ensure that permission to use the facility or any portion thereof shall not be transferred to a third party.

- Ensure that all District facilities are left neat and in orderly condition ready for the next school day.

- Provide the following documentation when a rental request is submitted:
    a. A current insurance certificate.
    b. A copy of the 501(c)3 status if requesting nonprofit status.

- It is the sole responsibility of the renter to provide these documents. No reminders will be issued.

- Provide full payment within 14 days after the event

- Provide any changes to the signed contract no later than one week in advance. Rental amounts will not be decreased after the fact if the facility is not used for the contracted time.

- Be assessed the rental fee from the time the facility is opened until it is closed or vacated.

- Ensure that prior approval is received before signs, banners and/or decorations are erected and that the group immediately takes down following the event all decorations. Decorations may not deface school property. The use of open flames, such as candles, is strictly prohibited.

- Ensure that all children are supervised at all times and remain in the assigned area. There should be one (1) adult per twenty (20) or fewer children at the event.

- All school facilities will not be rented on school holidays or the weekend immediately preceding or following those designated holidays. Long–term rentals and public and private athletic competitions may be exempt from this guideline.

- Ensure that no fixtures, equipment or furniture shall be removed from any building or rearranged between rooms except with prior approval from the Assistant Superintendent of Student Services or the building director. For safety reasons propping doors open isn't allowed.

- Ensure that all food and drinks are allowed only in designated areas and must be removed and the area left clean after the event.

- Prohibit the possession and use of tobacco products in District buildings and/or on school property.

- Ensure that alcoholic beverages or drugs in any form are not brought into the buildings or on school grounds in accordance with the Texas State Laws and Drug Free Schools policy.

- All athletic fields in the District will have varied rates based upon the type of event, number of participants and spectators. No gum, sunflower seeds or colored drinks are allowed on these fields.

- Facility concerns in the evening or weekend call the after-hours number 254-541-2983

Belton Independent School District

Assistant Superintendent of
Student Services Office
400 North Wall Street
Belton, TX 76513

Acknowledgment of Rental Information

Activities conducted in school facilities must meet the policies and regulations of the Belton School District, its Board of Trustees, and all state and local laws.

The following must be on file prior to scheduling the rental of any District facility:

1. Completed copy of Facility Use Request form.
2. 75% of rental fee deposit.
3. Proof of acceptable liability insurance with Belton ISD named as an additional insured and policy holder.
4. Nonprofit certificate for verification of rate category.

Rental fees will be determined by the Assistant Superintendent of Student Services.

The undersigned agrees to be responsible to Belton ISD for the use and care of all rented facilities and to conform to all policies and regulations as set forth in the attached Facilities Usage Guidelines.

This organization represents to the Belton Independent School District that it has read Board Policy GKD (LOCAL) and the Facilities Usage Guidelines 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 as deemed appropriate by the Belton Independent School District.

Signature:_____ Title: _____

Date:_____ Phone: _____

Address: _____

Approved by:_____ Date: _____

BELTON ISD

Facility Rental Fee Schedule

RENTAL AREA	GROUP 1	GROUP 2	GROUP 3	GROUP 4
ELEMENTARY	ALL Rates Per Hour – Minimum 2 Hours			
Cafeteria	n/a	$25	$50	$100
Kitchen	$20	$25	$35	$50
Gym	n/a	$50	$75	$100
Library	n/a	$25	$35	$50
MIDDLE SCHOOL				
Cafeteria	n/a	$35	$75	$100
Kitchen	$20	$25	$35	$50
Gym	n/a	$50	$75	$100
Library	n/a	$25	$35	$50
HIGH SCHOOL				
Cafeteria	n/a	$50	$100	$150
Kitchen	$20	$25	$35	$50
Gym	n/a	$75	$100	$125
Library	n/a	$25	$50	$75
PAC	n/a	$75	$100	$125
OTHER FACILITIES				
Pittenger Fine Arts Center	n/a	$75	$100	$125
Wilson-Kerzee Field	Varies*	Varies*	Varies*	Varies*
Tiger and Bronco Field	Varies*	Varies*	Varies*	Varies*
Swim Center	Not Available	Not Available	Not Available	Not Available
HS Tennis Courts	n/a	$15	$20	$25
HS Baseball Field	Varies*	Varies*	Varies*	Varies*
HS Softball Field	Varies*	Varies*	Varies*	Varies*
OTHER FEES				
Custodian(s)	$20	$20	$20	$20
Supervision/Game Admin.	$30	$30	$30	$30
Kitchen Worker	$20	$20	$20	$20
Security	$30	$30	$30	$30
Technical Support	$30	$30	$30	$30
Lifeguards	$15	$15	$15	$15
Maintenance	$20	$20	$20	$20

Note: The fee schedule reflects the rental of the facility and includes the cost of electricity, heat and air conditioning. Costs not included in the fee schedule, but may be required, are for custodial, facility supervisor, kitchen workers, technical support, security and other miscellaneous expenses incurred by the District as specified in rental agreement. Total cost of a facility rental will be calculated on the Facility Use Request form.

Belton Independent School District

Hold Harmless and Indemnification Agreement

The undersigned _____, agrees to hold harmless and indemnify the Belton Independent School District, its Board Members, officials, employees and volunteers from any suits or expenses arising out of the use of the District property.

It is further stipulated and agreed that the laws of the State of Texas shall control the construction of this instrument.

Signature:_____

Date: _____

NONPROFIT CHARITABLE ORGANIZATION EXEMPTION FORM
BELTON ISD

This addendum must be completed by all nonprofit charitable organizations in Groups 2 and 3 who are exempt from federal income tax under Section 501(c)3 of the Internal Revenue Code of 1986, and notarized prior to submission of application.

I,_____as an authorized agent of

_____, the rental organization, hereby certifies that the above-named organization,

1. is exempt from federal income tax under Section 501(c)3 of the Internal Code of1986; and,
2. is a nonprofit corporation, foundation, community chest or fund organized and operated exclusively for one or more of the following purposes; charitable, religious, prevention of cruelty to children or animals, youth sports, youth recreational, promotion of social welfare or educational (excluding private, primary or secondary schools, alumni associations, and related on-campus organizations): and,
3. dedicates its assets to the achievement of the organization's stated purposes; and,
4. normally receives more than one-third (1/3) of its support in any year from private or public gifts, grants, contributions or membership fees; and,
5. does not engage in activities which are not furtherance of one or more of the above specific purposes; and,
6. does not directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
7. does not allow any part of its assets on dissolution of the organization to inure to the benefit of any group, individual, or shareholder.

FOR:_____
(Name of Organization)

BY: _____
(Signature of Authorized Representative

_____
(Printed Name of Authorized Representative)

_____
(Title of Authorized Representative)

(Date) _____

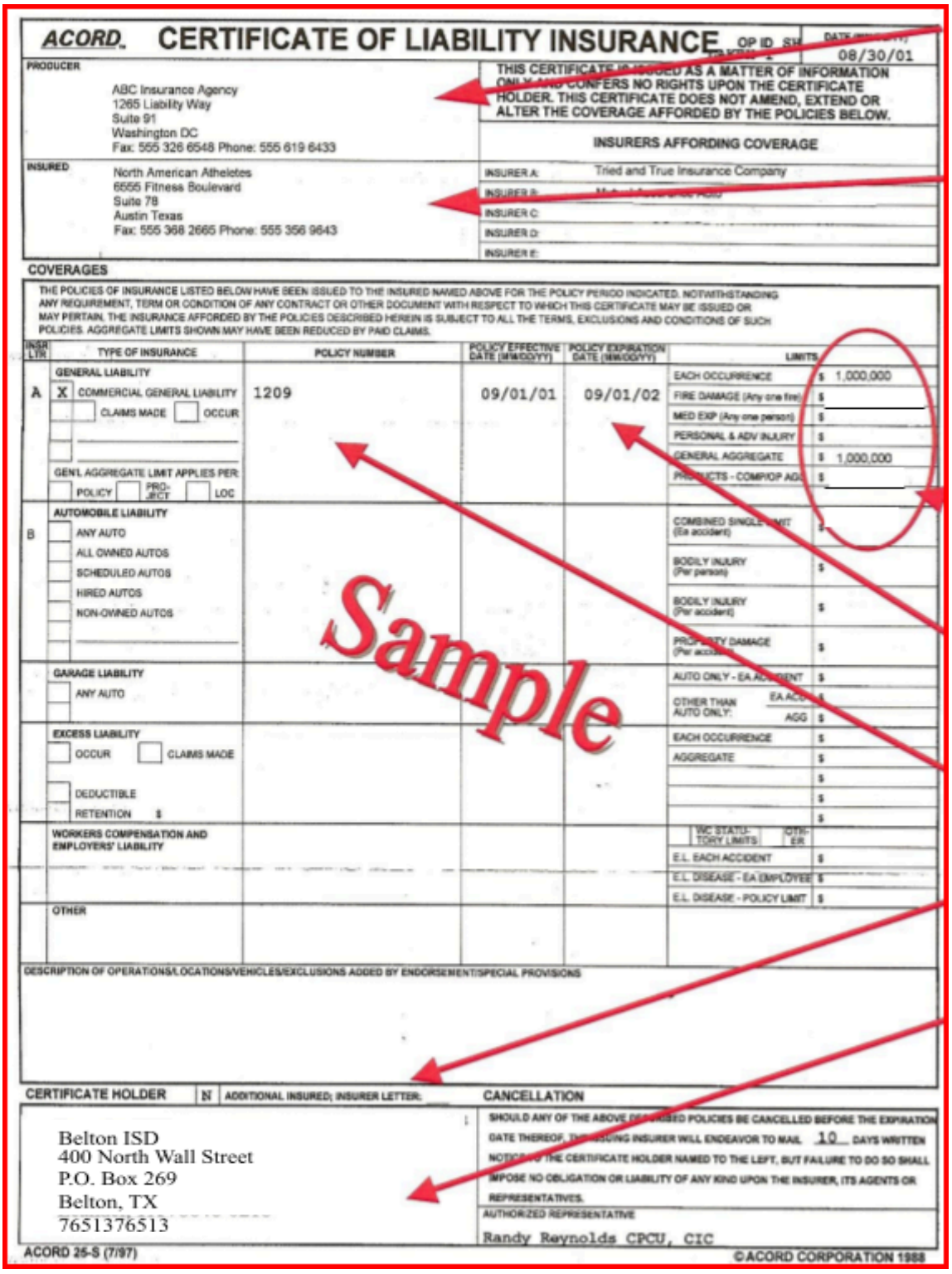
STATE OF TEXAS
COUNTY OF _____
SUBSCRIBED AND SWORN to and before me on this_____day of_____, 20_____.

Notary Signature:_____

Notary Seal

Notary Printed Name:_____

What Makes an Acceptable Certificate of Insurance?



ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID SM

DATE (MM/DD/YY) 08/30/01

PRODUCER

ABC Insurance Agency
1265 Liability Way
Suite 91
Washington DC
Fax: 555 326 6548 Phone: 555 619 6433

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

North American Athletes
6555 Fitness Boulevard
Suite 78
Austin Texas
Fax: 555 368 2665 Phone: 555 356 9643

INSURER A: Tried and True Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	1209	09/01/01	09/01/02	EACH OCCURRENCE $ 1,000,000 FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ 1,000,000 PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | N | ADDITIONAL INSURED; INSURER LETTER:

Belton ISD
400 North Wall Street
P.O. Box 269
Belton, TX
7651376513

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Randy Reynolds CPCU, CIC

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Sample

This line is the name of the insurance agency.

This line is the name of insured and should be the same as the organization submitting the Application and Agreement for use of Belton ISD Facilities.

The amounts shown are minimum required levels of insurance.

The date(s) of the lease should always be within this time range.

There should always be a policy number here.

Belton ISD should be listed here as "Additional Insured."

"Belton ISD" or "Belton Independent School District" is the only name that should be listed here.

BELTON INDEPENDENT SCHOOL DISTRICT
Facility Use Request Form

Name of Group _____

Contact Person _____

Address _____

Phone_____**Email** _____

Facility Requested_____

Date(s) Requested_____**Time Requested** _____

Activity Planned _____

Cost Estimate of Facility Use

(Prices Determined Using the Belton ISD Rental Fee Schedule)

BISD Services Required	Number of Hours (2 hours Minimum)	Cost per Hour	Total Cost
1. Rental Cost			
2. Custodians(s)			
3. Supervision/Game Admin.			
4. Kitchen Worker(s)			
5. Security			
6. Technical Support			
7. Maintenance			
TOTAL COST FOR FACILITY RENTAL (Add "Total Cost" Column - Lines 1-7)			
DEPOSIT DUE (75% of Total Cost for Facility Rental)			

All information listed above is true and correct to the best of my knowledge. I agree to be responsible for payment of ALL costs involved, to make 100% payment within fourteen (14) days of the event, to be responsible for any and all claims which arise from this event, and to hold Belton Independent School District harmless in any personal liability claims which may arise from this event.

_____ _____
Group Representative Signature **Date**

_____ _____
Building Principal/Facility Supervisor **Date**

_____ _____
Athletic/Fine Arts Director (When Applicable) **Date**

_____ _____
Assistant Superintendent of Student Services **Date**