

Forney Independent School District Facility Use Request Form

To reserve school facilities, complete this form and return it to the school being requested.

| | | | |
|-----------------------------|--|----------------------------------|----------------|
| School Campus Requested | Area(s) | Day(s) of Week | Date(s) of Use |
| Organization Making Request | Event Start Time/End Time (Including Set-Up/Break-Down) | Estimated Number to Attend Event | |

Name of Event: _____

Contact Information: _____
Responsible Person's Name (Print Name)
Telephone Number

_____ Mailing Address City Zip Code

The school facility will be used for the following purpose: _____

FISD may, at its option, request the sponsor organization to provide a certificate of insurance for General Liability with FISD named as an additional insured for this event with limits of **\$1,000,000/\$1,000,000**. Additional limits may be required based upon the type of Event.

Additional Requirements (as checked) for FINAL approval prior to the Event:

- Proof of Non-Profit Status
- Certificate of Insurance for General Liability Coverage
- Deposit Amount: \$ _____ (due at time of reservation)
(Non-refundable if cancelled less than 24 hours prior to event)

FOR SCHOOL USE ONLY

| | |
|---|---|
| Building Rental: \$ _____ Custodial Fee: \$ _____ Food Service Fee: \$ _____ Other Fee: \$ _____ APPROVED BY: _____ _____ Signature of Campus Administrator _____ Superintendent/Designee | Final Amount Due: \$ _____ (Less Deposit – Due Prior to Event, further charges could be assessed if damage occurs) <div style="border: 2px solid black; padding: 5px; margin: 10px 0; text-align: center;"> School Personnel to be assigned to Duty: (Assigned by Campus Administrator) _____ </div> _____ Date of Approval _____ Date of Approval |
|---|---|

FACILITY USE HOLD HARMLESS AGREEMENT

To the extent permissible by the constitution and laws of the State of Texas, the user of the facility, agrees to protect, indemnify and hold free and harmless, Forney Independent School District, its Board of Trustees, Officers, employees and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney's fees) of every kind and character on account of personal injuries, death, bodily injury or damage to property, of the public, Forney ISD or the User herein, its guests, employees, supervisors, vendors and agents: (whether resulting from the performance of its obligations hereunder), or the quality or safety of the programs used and/or the equipment or property of the User herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

By signature on this agreement, leaser acknowledges and agrees that:

1. Use of the facility requested will be restricted to individuals associated with their organization in order to maintain security
2. Use or possession of any weapon, alcohol or tobacco products on any Forney ISD property is prohibited
3. Use or possession or storage of any pesticide or herbicide on any Forney ISD property is prohibited; possession or improper application of pesticides may result in forfeiture of current utilization and future use of school facilities
4. No food or drink is allowed in any Fisd high school or middle school gymnasium
5. Agree to abide by the policies of the Forney ISD Board of Trustees and guidelines for use of school facilities as listed
6. Custodial services will be paid as required by the District
7. Proper supervision will be provided at all times
8. Assume responsibility for all damages to Fisd property

Please notify the District of a change or cancellation within 48 hours preceding the event to avoid charges

Signed by the sponsor organization representative in agreement thereof:

Signature

Printed Name/Relationship to Sponsor

Date

Name of Event

This agreement MUST be executed and attached to the Reservation Form.

FORNEY INDEPENDENT SCHOOL DISTRICT

Parameters for the Use of District Facilities

- Forney ISD facilities are available for community use. Sponsor organizations should be within the school district boundaries.
- The District shall have first priority on facility use and may cancel a reservation or change the location if the District determines that it needs the facility for a function directly related to the operation of the District.
- The sponsor organization shall designate one (1) member as being in charge of and responsible for the program or activity AND the patrons that attend the event. This person in turn shall be responsible to the District.
- A sponsor organization shall not distribute materials, handbills, pictures, etc. on District property/facilities without prior permission of the District.
- The sponsor organization agrees to restore to original condition any unwarranted destruction of property by the sponsor organization AND/OR the patrons that attend the event. The District shall be the sole judge of unwarranted destruction of property.
- The sponsor organization agrees that the District assumes no responsibility for maintaining or improving the facility, and makes no representation about its safety or suitability for the intended event.
- **NO ONE** will be furnished a key to the facility. A District representative will open and close the facility.
- There will be no use of alcohol, drugs, or tobacco at any time, anywhere on school property.
- Firearms, knives and weapons of any sort are not permitted on District property.
- Rehearsal or practice time needed prior to the scheduled event shall be at the established rental rate for the facility.
- Participants, sponsors, spectators and visitors may not walk through or use any other parts of a building or its grounds other than specifically described in this agreement. The restrooms nearest the area described are also allowed with the use of the facility.
- No district property, including but not limited to, tables chairs, audio, equipment, sound equipment and ect. Shall not be used. Cafeteria tables are an exception but may not be moved without permission from the Facility Services Department.
- Food and Drinks may only be consumed in the cafeteria of a school campus.

Deposit is not refundable without special approval from the Superintendent/Designee if the event is cancelled in less than 24 hours of the event.

Forney I. S. D. Community Use of District Facilities Management Guidelines and Rental / Use Application Form

Organization: All use of school facilities by non-district entities will be coordinated through the Superintendent’s Designee. All Athletic facilities will be coordinated through the Athletic Department. All facility rentals will be coordinated through the Facility Services Department.

AVAILABILITY: School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate, and foster the interest of students and the community, as well as activities which promote the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for District schools or the Joint Use Agreement that exists with the City of Forney. Programs serving District students will be given priority for use. The following guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with this policy, policy GKD (Legal) and regulation.

1. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES.

No school facility shall be used by any group or individual who is not in compliance with the requirements of all Federal or State statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age, or other classification. State law prohibits the use of alcohol on school property. All laws (federal, state, local) and Forney ISD policies are in effect 24 hours per day, including the times a facility is rented. Contraband shall include, but is not limited to, drugs, drug paraphernalia, weapons, alcohol, and pagers/phones possessed by students District police officers, or any other law enforcement officer, shall enforce the law and arrest individuals for the violation of any law including, but not limited to possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The District’s “Tobacco Free Policy” prohibits the use of tobacco in ANY form, in or on any District property or any location leased by the District where a user group is being held. The policy includes, but is not limited to, all buildings, vehicles, property (outdoor/indoor), and all staff, students, parents, visitors, and patrons. (GKA-Legal, Education Code 38-006).

2. VIOLATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Any misrepresentation by any organization and/or individual, any abuse of any District property, any violation of state, local, or federal law, 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 that organization’s and/or individual’s request for future use of the premises.

3. YOUTH GROUPS

Youth groups using District facilities, unless otherwise specified, must be composed of at least 75% of students from the District. A student verification list must be turned in with each request for lease of facilities.

4. CHURCHES

Churches desiring to rent a facility on an extended basis for regular religious services shall be allowed to lease campuses that are determined by the District. These services must only be held on Saturday or Sunday between 7:00 a.m. to 2:00 p.m. in order to allow FISD staff ample time to prepare for school. Any service held after 2:00 p.m. must receive approval from Superintendent's Designee.

Other facilities may be leased by churches in case of a one-time event or disaster.

Rates and fees designated on the Facility Rental and Related Fees exhibit will be subject to annual review.

Rates and fees may be modified without advance notice.

5. DISTRICT PERFORMING ARTS CENTER

Note to PAC Renters:

1. There will be **NO** food, drink, candy, or gum of any type allowed in the PAC Auditorium.
2. Performing Arts Center stage, sound system and lighting systems will be operated only by personnel authorized by PAC Manager.
3. Gaffers tape and spike tape only may be used in the PAC.
4. Rental rate shall be the same for set-up, rehearsal and performances.
5. The Theater Manager will determine the amount of technicians needed for the event. The technicians shall be paid based on the per hour rate listed on page 9 of this form under "Performing Arts Center". Technicians must be employees or students of Forney ISD.
6. Fire, pyrotechnics, candles or open flames of any type are strictly prohibited.
7. Custodial charges will be calculated and determined by the Facility Director.

Any exceptions to this schedule must be approved by the Performing Arts Center Coordinator.

6. RESTRICTED USE OF CERTAIN AREAS

Certain areas, such as laboratories, shops, classrooms, and open teaching areas, are not available for public use. Auditoriums may be used by non-profit organizations for general youth group leadership-training events, by performance studios for annual recitals or one time events, and any established business partners for approved training or employee recognition events. The athletic type facilities will be available to lease only with the approval of the District's Athletic Director.

7. RESTRICTED USE DATES

Excluding churches and other long term lease agreements, there will be no leasing during Thanksgiving Break, Winter Break and Spring Break. Rental of facilities during the summer will be restricted to those campuses that have not been processed for school. Once processed those campuses are unavailable for any rental for the remainder of the summer.

8. ACCESS TO FACILITIES' KEYS

Only authorized employees of the School District shall be permitted to have keys to District facilities.

9. CUSTODIAL AND OTHER SERVICES

Base fees charged to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee.

10. PROPERTY DAMAGE

Damage to District property shall be paid for by the using group whether caused by the using group or others. In addition, misuse or abuse of District equipment and/or facilities will result in the immediate denial for further use.

11. INSURANCE

Insurance shall be carried by Classification C, D, E, and F groups, as well as, any group using indoor physical education or athletic facilities, or any group the District deems necessary to be covered by insurance. An original certificate of insurance, endorsed to add Forney ISD* as an additional named insured with waiver of subrogation in favor of the District, shall be submitted to the Facilities Director or designee prior to the use of the facility. The policy must reflect that it is primary and not contributory with any insurance maintained by the District and may not be canceled prior to the conclusion of the event. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the District, subject to the approval by the Superintendent/Designee.

Requirements for insurance limits of liability are:

COMMERCIAL GENERAL LIABILITY

| | |
|------------------------|---------------|
| General Aggregate | \$ 1,000,000. |
| Pro/Comp/Ops Aggregate | \$ 1,000,000. |
| Personal & Advertising | \$ 500,000. |
| Each Occurrence | \$ 1,000,000. |
| Fire Damage | \$ 100,000. |
| Medical Expense | \$5,000. |

* Forney Independent School District 600 South Bois d'Arc Forney, Texas 75126

12. ATTENDANCE BY GENERAL PUBLIC

Any group renting or using a building for an occasion which the general public is eligible to attend, shall be held responsible for the treatment of the property by the general public during that time. The group shall, at the discretion of the Superintendent/Designee, be required to employ Law Enforcement officers to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of law enforcement officers does not release the renting or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group.

13. SUBSEQUENT AGREEMENT

After the original agreement, groups or organizations desiring to continue to use the facility shall be required to submit a new application. Changes made after the original agreement is signed which affect the amount to be charged and/or the conditions of the rental agreement, shall necessitate the signing of a new agreement to supersede the original agreement.

14. USE OF SCHOOL KITCHEN

Any group or organization wishing to use a school kitchen shall be required to have District Food Service staff on duty to supervise the use of equipment during the entire time the facilities are rented or used. After contacting the Superintendent/Designee, the lessee must contact the Food Service Department for leasing of any kitchen and charges.

15. DISTRICT STAFF

The District shall furnish the necessary staff to open, clean, operate and close the property. The Lessee further agrees to abide by the direction of any District employee assigned to facilitate the event/activity on the facility being used.

16. DESIGNATED REPRESENTATIVE

Any group renting or using District facilities shall designate one member of the group to be responsible for the program or activity.

17. FISD STAFF CAMPS

Any FISD staff member conducting a camp must be a full time employee.

18. RENTAL AND PAYMENT TERMS

Checks shall be made payable to the Forney Independent School District and payment of the facility usage charges shall be made prior to rental or use of the facility. Reoccurring facility use will be billed on a monthly basis. An invoice will be mailed out the first week of the month for the prior month rental. This is due to time variations during the month. Rental Time shall be charged from the time the lessee enters the building until the lessee leaves the building (set-up time till break-down time). The District will pursue all remedies at law, including criminal prosecution, if a check is returned for insufficient funds. A \$35.00 return check fee will be assessed.

19. PRIORITY CLASSIFICATION FOR FACILITY USE

District facilities shall be made available for use based upon classification and priority of groups. Any agreement to reserve or rent a facility may be canceled by the District in favor of school-related activities should a conflict in schedule develop at any time.

In addition to the classification code specifications, District program priorities, fees for usage and employee services, and special requirements related to deposits, cancellation, concessions, etc. at the Performing Arts Centers (PAC) are specified in the exhibits in the Administrative Regulation in this code.

For clarification purposes in this regulation and the corresponding exhibits, the term "Forney ISD group" is defined as school-sponsored groups such as athletic teams, National Honor Society, and other school-related groups as well as school-affiliated groups such as booster clubs, PTAs, etc. A "non-Forney ISD group" is defined as all other groups regardless of classification.

Classification A: First priority for use of any facility shall be given to the established programs of the District such as all school-sponsored or District-related activities. This classification shall be exempt from charges. Campus administrator approval is required for intra-district use of a campus or support facility before a request is granted by the Facilities Director or designee.

Classification B: Second priority shall be given to school-affiliated support organizations (such as PTO, PTA, booster clubs, community education, teacher organizations, etc.). The regular meetings or activities of organizations in this classification held Monday through Friday from 4:00 pm until 9:00 pm shall be exempt from charges. Activities held on a Saturday or Sunday may be subject to fees for employee services, as applicable. Proper insurance is required for certain types of special events.

Classification C: Third priority shall be given to non-profit student organizations such as YMCA, scouting programs, and student sport organizations focused on school-aged students with at least 75% of the membership residing within the District's boundaries.

Groups must have a membership of at least ten (10) persons with adult leadership to reserve a facility. The regular meetings or activities of organizations in this classification held Monday through Friday from 4:00 pm until 9:00 pm shall be exempt from charges. Activities held on Saturday or Sunday may be subject to fees for employee services and facility use fees. Proper insurance is required.

Classification D: Fourth priority shall be given to service, educational, civic, governmental organizations, and corporate sponsors. Public meetings or activities held Monday through Friday from 4:00 pm until 9:00 pm and on Saturday or Sunday shall be subject to fees for facility use and for employee services. When District facilities are used for public meetings sponsored by state or local governmental agencies, a usage fee may be assessed based on actual rates as determined by the Facilities Director. Proper insurance is required.

Classification E: Fifth priority shall be given to groups serving the District area (such as adult sports associations, community theater, music groups, churches, etc.) and to businesses. This classification is subject to fees for facility use and for employee services. Proper insurance is required.

Classification F: Sixth priority shall be given to such groups as those sponsoring summer camps, clinics, drill team camps, etc. Fees for facility use and employee services for organizations qualifying under this classification will be determined annually by the District administration. Proper insurance is required.

20. FILING REQUEST FOR USE OF FACILITY

All groups shall file requests with the principal of the school for the use of their respective facility who in turn forward the request to the Superintendent/Designee for final approval.

21. COMMUNITY USE OF DISTRICT FACILITIES
BUILDING RENTAL FEE SCHEDULE

| Facility | MINIMUM HOURS | RENTAL FEE | ADDT'L COST PER HOUR |
|--|-----------------------------|------------------|-----------------------------------|
| HIGH SCHOOL/DISTRICT FACILITIES | | | |
| Performing Arts Center (No Food or Drink Allowed) | 3 | \$150.00 | \$150.00 |
| Cafeteria | 1 | \$125.00 | \$125.00 |
| Each Classroom (Only Available with campus administrator permission) | 1 | \$75.00 | \$75.00 |
| Black Box Theaters (will require theater personnel to be present) | 3 | \$100.00 | \$100.00 |
| MIDDLE SCHOOLS | | | |
| Cafeteria | 1 | \$100.00 | \$100.00 |
| Each Classroom (Only Available with campus administrator permission) | 1 | \$75.00 | \$75.00 |
| Gymnasium for non-profit youth basketball leagues sponsored by religious or community service organization | | | \$5.00 per participant per season |
| ELEMENTARY SCHOOLS | | | |
| Cafeteria | 1 | \$75.00 | \$75.00 |
| Gym | 1 | \$75.00 | \$75.00 |
| Each Classroom (Only Available with campus administrator permission) | 1 | \$50.00 | \$50.00 |
| Gymnasium for non-profit youth basketball leagues sponsored by religious or community service organization | | | \$5.00 per participant per season |
| PARKING LOTS | | | |
| FISD Stadium Parking Lot | n/a | \$125.00 per day | n/a |
| All Other Parking Lots | n/a | \$125.00 per day | n/a |
| ADDITIONAL CHARGES WHEN REQUIRED | PER PERSON, PER HOUR | | |
| Security Officer(s) | \$40.00 per hour | | |
| Custodians | \$25.00 per hour | | |
| Food Service Personnel | \$25.00 per hour | | |

| | |
|---------------------------|-------------------|
| Theater Manager | \$30.00 per hour |
| Spotlight | \$25.00 per hour |
| Stage Lighting (basic) | \$50.00 per hour |
| Stage Lighting (enhanced) | \$100.00 per hour |
| Curtain Drops | \$25.00 per hour |
| Soundboard | \$25.00 per hour |

**** District reserves the right to refuse facility usage based on appropriateness of request, including if event is in conflict with district sponsored events.**

NOTE (1): All fees are for rent only, additional cost for required personnel will be determined based on the request.

NOTE (2): Concessions, if applicable, will be operated by an FISD organization, unless otherwise negotiated.

AGREEMENT CONTRACTUAL

These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized Forney ISD representative; and, (2) payment of the non refundable deposit by the Lessee.

LIMITATION ON CONVEYANCE

Notwithstanding any reference in these documents to the contrary, this contract shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. This contract shall not create a Landlord/Tenant relationship, or any of the rights or incidents thereof.

LIMITATION ON WAIVER

The waiver of any right of Forney ISD under this contract shall be limited to specific instances of waiver and may not be construed as a general waiver of Forney ISD’s right to enforce any term thereof.

WAIVER OF WARRANTIES; LIMITATION OF LIABILITY

The parties recognize and agree that FISD facilities are made available to community groups as an extension of Forney ISD’s educational mandate and not as a commercial venture. It is therefore expressly agreed that FORNEY ISD facilities are made available “AS-IS, WHERE-IS.” THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE.

In the event any Forney ISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of Forney ISD, Forney ISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return the non-refundable deposit and thereby terminate this contract, or, in the case of an extended contract, return a pro rata portion of rent based on the amount of time the facility is not available. Forney ISD shall have no other duty or liability, and the Renter agrees to assume the full

economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT FORNEY ISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY FORNEY ISD SHALL BE LIMITED TO A REFUND OF RENT AND DEPOSIT IS ACTUALLY PAID TO FORNEY ISD.

FORNEY ISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF FORNEY ISD'S OWN NEGLIGENCE.

NO WAIVER OF IMMUNITY

Acceptance of this contract by Forney ISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to Forney ISD as a public school district, nor of those applicable to any Forney ISD officer, official, employee, agent, or volunteer.

ENTIRE AND INTEGRATED AGREEMENT

These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of Forney ISD shall have the authority to enter into any oral modification of this contract, or to waive the terms thereof.

CHOICE OF LAW AND VENUE

This contract shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this contract shall lie exclusively in state court in Kaufman County, Texas. This contract does not include any agreement to arbitrate.