



Hays C.I.S.D. Community Use of District Facilities Rental Application/Agreement

APPLICANT NAME & TITLE: (please print)				
ORGANIZATION NAME:				
EVENT NAME / FUNCTION:				
ADMISSIONS TO BE CHARGED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	IF YES, HOW MUCH:	\$
APPLICANT PHONE # (s):				
APPLICANT EMAIL:				

Date(s) of Requested Use:

Start Date:		End Date:	
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Facility Usage Time:

No start time prior to 7:00 am and no end time past 11:00 pm

Start Time:		End Time:	
Unlock Time:		Lock Time:	

NUMBER OF PEOPLE EXPECTED:

Minimum #:		Maximum #:	
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FACILITY TYPE REQUESTED:

HIGH SCHOOLS: HOURLY RATE

- | | |
|---|---------|
| <input type="checkbox"/> Cafeteria | \$40.00 |
| <input type="checkbox"/> Classroom | \$10.00 |
| <input type="checkbox"/> Gymnasium | \$50.00 |
| <input type="checkbox"/> Kitchen | \$25.00 |
| <input type="checkbox"/> Campus Theater | \$95.00 |

ATHLETIC FIELDS/OUTDOOR FACILITIES:

(ADD LIGHTS-\$25.00 PER HOUR ADDITIONAL FEE)

- | | |
|--|----------|
| <input type="checkbox"/> Bob Shelton Stadium | \$125.00 |
| <input type="checkbox"/> Lobo Field | \$100.00 |
| <input type="checkbox"/> Hays HS Softball/Baseball Field | \$100.00 |
| <input type="checkbox"/> Lehman HS Softball/Baseball Field | \$100.00 |
| <input type="checkbox"/> Other Athletic Fields | \$50.00 |

MIDDLE SCHOOLS (MS):

- | | |
|---|----------|
| <input type="checkbox"/> Stage (Basic Lighting & Sound) | \$35.00 |
| <input type="checkbox"/> Storage Room (Behind stage) | \$10.00 |
| <input type="checkbox"/> Cafeteria | \$35.00 |
| <input type="checkbox"/> Classroom | \$10.00 |
| <input type="checkbox"/> Gymnasium | \$50.00 |
| <input type="checkbox"/> Kitchen | \$25.00 |
| <input type="checkbox"/> Stadium (MS) | \$100.00 |
| <input type="checkbox"/> Stadium (MS) w/out lights | \$65.00 |

ELEMENTARY SCHOOLS:

- | | |
|--|---------|
| <input type="checkbox"/> Stage (Basic Lighting & Sound) | \$35.00 |
| <input type="checkbox"/> Storage Room (Behind stage) | \$10.00 |
| <input type="checkbox"/> Cafeteria | \$35.00 |
| <input type="checkbox"/> Classroom | \$10.00 |
| <input type="checkbox"/> Gymnasium | \$50.00 |
| <input type="checkbox"/> Kitchen | \$25.00 |
| <input type="checkbox"/> Kimbro Multipurpose Bldg. @ KES | \$35.00 |
| <input type="checkbox"/> Kunkel Room @ BES | \$35.00 |

CAMPUS REQUESTED:

- | | |
|----------------------|--------------------------|
| BLANCO VISTA ELEM. | <input type="checkbox"/> |
| BUDA ELEM. | <input type="checkbox"/> |
| BUDA UPPER CAMPUS | <input type="checkbox"/> |
| CARPENTER HILL ELEM. | <input type="checkbox"/> |
| CAMINO REAL ELEM. | <input type="checkbox"/> |
| ELM GROVE ELEM. | <input type="checkbox"/> |
| FUENTES ELEM. | <input type="checkbox"/> |
| HEMPHILL ELEM. | <input type="checkbox"/> |
| KYLE ELEM. | <input type="checkbox"/> |
| NEGLEY ELEM. | <input type="checkbox"/> |
| PFLUGER ELEM. | <input type="checkbox"/> |
| SCIENCE HALL ELEM. | <input type="checkbox"/> |
| SUNFIELD ELM. | <input type="checkbox"/> |
| TOBIAS ELEM. | <input type="checkbox"/> |
| TOM GREEN ELEM. | <input type="checkbox"/> |
| UHLAND ELEM. | <input type="checkbox"/> |
| BARTON M.S. | <input type="checkbox"/> |
| CHAPA M.S. | <input type="checkbox"/> |
| DAHLSTROM M.S. | <input type="checkbox"/> |
| MCCORMICK M.S. | <input type="checkbox"/> |
| SIMON M.S. | <input type="checkbox"/> |
| WALLACE M.S. | <input type="checkbox"/> |
| HAYS H.S. | <input type="checkbox"/> |
| IMPACT CENTER/JJAEP | <input type="checkbox"/> |
| JOHNSON H.S. | <input type="checkbox"/> |
| LEHMAN H.S. | <input type="checkbox"/> |
| LIVE OAK ACADEMY | <input type="checkbox"/> |

FACILITY USE FREQUENCY:

- | | |
|-------------|--------------------------|
| ONE TIME: | <input type="checkbox"/> |
| WEEKLY: | <input type="checkbox"/> |
| BI-WEEKLY: | <input type="checkbox"/> |
| MONTHLY: | <input type="checkbox"/> |
| BI-MONTHLY: | <input type="checkbox"/> |
| DAILY: | <input type="checkbox"/> |

FACILITY USAGE DAY(s):

- | | |
|------------|--------------------------|
| MONDAY: | <input type="checkbox"/> |
| TUESDAY: | <input type="checkbox"/> |
| WEDNESDAY: | <input type="checkbox"/> |
| THURSDAY: | <input type="checkbox"/> |
| FRIDAY: | <input type="checkbox"/> |
| SATURDAY: | <input type="checkbox"/> |
| SUNDAY: | <input type="checkbox"/> |

FACILITY TYPE REQUESTED:

PARKING LOTS & OTHER OUTDOOR AREAS HOURLY RATE

- | | |
|---|---------|
| <input type="checkbox"/> HCISD STADIUM PARKING LOT | \$15.00 |
| <input type="checkbox"/> ALL OTHER PARKING LOTS | \$15.00 |
| <input type="checkbox"/> OUTDOOR AREAS (except athletic fields) | \$15.00 |

ADDITIONAL CHARGES:

HOURLY RATE

- | | |
|--|----------|
| <input type="checkbox"/> Custodians | \$40.00 |
| <input type="checkbox"/> Athletic/School Administrator | \$25.00 |
| <input type="checkbox"/> Administrative & Set Up Fee | \$50.00 |
| <input type="checkbox"/> Building Mechanics | \$100.00 |
| <input type="checkbox"/> Gate/Ticket Operator (each) | \$15.00 |
| <input type="checkbox"/> Technician Director | \$35.00 |
| <input type="checkbox"/> Agreement Change Fee (each) | \$25.00 |

SECURITY CHARGES:

BASE RATE

- | | |
|--|----------|
| <input type="checkbox"/> Security Officer (4 hr. min) | \$175.00 |
| <input type="checkbox"/> Security Officer Supervisor (4 hr. min) | \$195.00 |

*Supervisor is required when 5+ officers are working.

PLAYOFF CHARGES- SHELTON STADIUM: FLATERATE

- | | |
|--|-----------|
| <input type="checkbox"/> CLASS 1A (Football Field) | \$2500.00 |
| <input type="checkbox"/> CLASS 2A (Football Field) | \$2500.00 |
| <input type="checkbox"/> CLASS 3A (Football Field) | \$3000.00 |
| <input type="checkbox"/> CLASS 4A (Football Field) | \$3500.00 |
| <input type="checkbox"/> CLASS 5A (Football Field) | \$5000.00 |
| <input type="checkbox"/> CLASS 6A (Football Field) | \$6000.00 |

TOTAL FEES: \$ _____

25% Non-Refundable Fee: \$ _____



Hays C.I.S.D. Community Use of District Facilities Rental Application/Agreement

DIRECTIONS: Please complete all details of this application. The application must be signed by an officer of the organization requesting the use of the facilities. This form must be approved by the campus Principal, Facilities Director, Manager or Coordinator at least ten (10) days prior to the requested facility utilization date(s). If Food Service and/or Athletic facilities are desired, fifteen (15) days lead-time on request for use of facility is necessary. The district reserves the right to suspend approval for regular users to allow for maintenance or construction needs. Type or print ALL of the information above, excluding the signatures. If support services or equipment will be needed, please check the required box and list services accordingly. (Examples: Custodian, Food Service employees, air-conditioning after school hours)

ORGANIZATION: All use of school facilities by non-district entities will be coordinated through the Office of Facilities Department. All Athletic facilities will be scheduled through the respective Athletic Department and coordinated with the Facilities 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 Kyle and City of Buda. 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 policy GKD (LEGAL) and (LOCAL).

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 and tobacco on school property. All laws (Federal, State, and Local) and Hays CISD policies are in effect 24 hours per day, including the times a facility is rented. Maximum lawful occupancies of areas will be observed by requestors. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, and alcohol, possessed by anyone on HCISD property. Any 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 or 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 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 that organization's and/or individual's request for future use of the premises. The movement of any approved user group within the facility is restricted to the specific area requested by the group. Other activity shall be considered trespassing (i.e., Storerooms, mechanical rooms, electric panel rooms, technology hub rooms, boiler rooms) and are expressly off limits.

3. YOUTH ORGANIZATIONS

Youth organizations, such as the Girl Scouts, Boy Scouts or similar organizations, using district facilities, unless otherwise specified, must be composed of at least 90% 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 only elementary campuses and the Performing Arts Center as are determined by the district. The Performing Arts Center will only rent out the entire building on an extended basis, with a Four (4) hour minimum charge. These services may not be held after Sunday afternoon in order to allow HCISD staff ample time to prepare for school. Membership of church must be comprised of at least 50% of residents residing in district boundaries. A membership roster reflecting member addresses must be provided to the Superintendent's designee upon request. Churches shall be charged the designated rate per hour for use of the facilities for the first two years of the leasing period. The lease rate is subject to increase each year thereafter, up to five years at which time the lease will terminate. (*SEE HAYS CISD Community Use of Performing Arts Center [P.A.C.] Rental Agreement*)

5. KYLE KIMBRO BUILDING

- There will be **NO** food, drink, candy or gum of any type allowed in the Kimbro building.
- There will be **NO** staples, nails, tacks, pushpins, tape, etc. used to hang any items to the posts, walls or beams. You may use tabletop or freestanding decorations only in the Kimbro building.
- Do not allow children to play on the stage or in the curtains.
- Guests are not allowed behind the stage area. It is reserved for performers only. Use caution as extra tables and chairs are stored in this area.
- Fire, pyrotechnics, candles or open flames of any type are strictly prohibited.
- **DO NOT** drag tables or chairs. Fold the tables using lever and use the wheels to re-align any table placement. Damage to floors will be the Renters responsibility to repair.
- Custodial charges will be based on "time-and-a-half" of the custodian's regular hourly rate.

X _____ (initial) **KYLE KIMBRO BUILDING RULES AND REGULATIONS**



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6. RESTRICTED USE OF CERTAIN AREAS

Certain areas such as laboratories, shops, and open teaching areas are not available for public use. Campus auditoriums and theaters may be used by non-profit organizations for general youth group leadership-training events; by performance studios for annual recitals or onetime 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 Department depending on the facility (athletic or performing art) type.

7. RESTRICTED USE DATES

There will be limited use of campus facilities during Thanksgiving Break, Winter Break, Spring Break and the month of August.

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 by the campus to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee. All athletic facilities require an athletic administrator to be present during the rental.

10. PROPERTY DAMAGE

Damages to District property shall be paid for by the using group whether caused by the using group or others. Misuse or abuse of district equipment and/or facilities will result in the immediate denial for further use.

11. INSURANCE

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with Hays C.I.S.D. named as the Certificate Holder, indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, Hays C.I.S.D. must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, Hays C.I.S.D. reserves the right to determine the acceptability of a carrier regardless of its rating. 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 or designee.

12. ATTENDANCE BY 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's 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 member on duty to supervise the use of equipment during the entire time the facilities are rented or used. A charge of one and one-half times the current hourly rate of the Food Service staff member used shall be levied against the group or organization and shall be in addition to any other fees and/or charges incurred by the group or organization pursuant to the agreement. After contacting the Superintendent's designee, the lessee must contact the Food Service Department for leasing of any kitchen and charges. Any use of Food Service facilities shall further be subject to and limited by the terms of HCISD's contract with its food service contractor.

15. DISTRICT STAFF

The District shall furnish the necessary staff to open, clean and close the property. If the building is being rented or used during hours when District staff members are normally on duty and it is determined by the Superintendent's designee that no additional cleanup is warranted, there will be no charge for this service. However, if the building is being rented or used for hours during which district staff members are not normally on duty, the Superintendent's designee shall assign the number of staff necessary to maintain the facility.

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. This person shall be responsible to the building principal/administrator.

17. HCISD STAFF CAMPS

Any HCISD staff member conducting a camp must be a full-time employee. The camp shall not be sponsored by a private organization. Financial assistance shall be provided to participants that qualify for the national schools' lunch program.

18. RENTAL AND PAYMENT TERMS

A 25% non-refundable deposit shall be secured at the execution of the contract made payable to Hays Consolidated Independent School District for rental and/or use of the facility. This charge will be based on an estimate of the total charges and will be credited towards the rental charges. No rental date(s) will be locked in until the deposit is secured. The fee balance for rental or use of the facility is due five (5) business days prior to the use of the facility. Check(s) shall be made payable to the Hays Consolidated Independent School District and delivered to 21003 IH 35, Kyle, TX 78640. Building user must be punctual in adherence to the arrival and departure times designated on the application form.

19. RENTAL APPLICATION/AGREEMENT MODIFICATIONS

Any modifications to the original agreement will incur a \$25.00 charge.



Hays C.I.S.D. Community Use of District Facilities Rental Application/Agreement

AGREEMENT CONTRACTUAL These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized HCISD representative; and, (2) payment of the 25% 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, nor any of the rights or incidents thereof.

LIMITATION ON WAIVER The waiver of any right of HCISD under this contract shall be limited to specific instances of waiver and may not be construed as a general waiver of HCISD's right to enforce any term thereof.

WAIVER OF WARRANTIES: LIMITATION OF LIABILITY The parties recognize and agree that HCISD facilities are made available to community groups as an extension of HCISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that HCISD 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 an HCISD 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 HCISD, HCISD 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. HCISD 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 HCISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY HCISD SHALL BE LIMITED TO A REFUND OF RENT AND DEPOSIT IS ACTUALLY PAID TO HCISD. HCISD 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 HCISD'S OWN NEGLIGENCE.

NO WAIVER OF IMMUNITY Acceptance of this contract by HCISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to HCISD as a public school district, nor of those applicable to any HCISD 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 HCISD 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 Hays County, Texas. This contract does not include any agreement to arbitrate.

CONDITIONS OF APPLICATION: Access to Hays CISD facilities is the responsibility of each school principal. Key duplication is prohibited. In making this application, it is understood and agreed the provisions of School Policy-Community Use of School Facilities as adopted by the Board of Trustees of the Hays CISD be adhered to in every instance. A complete copy of the Policy is available in connection with the use of school facilities.

The applicant hereby agrees and undertakes to save and hold harmless Hays CISD, its officers, agents and employees from any and all claims for damages, personal or otherwise, that may arise out of the use of said property whether by a member of this organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise, is brought about or caused by negligence whether on the part of the applicant or the school district or both. **All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use.**

Any organization using school facilities must provide an original Certificate of Insurance, with Hays C.I.S.D. named as the Certificate Holder, indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, Hays C.I.S.D. must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, Hays C.I.S.D. reserves the right to determine the acceptability of a carrier regardless of its rating. 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 or designee.

MY SIGNATURE BELOW INDICATES MY ACKNOWLEDGEMENT OF AND AGREEMENT TO THE DISTRICT FACILITIES RULES AND REGULATIONS:

SIGNATURE (REQUIRED)

DATE (REQUIRED)

AUTHORIZED REPRESENTATIVE ADDRESS:

MAILING ADDRESS:	CITY:	STATE:	ZIP:
PHYSICAL ADDRESS:	CITY:	STATE:	ZIP:

DATE APPLICATION RECEIVED IN DISTRICT: _____

APPLICATION RECEIVED BY (PRINT NAME) _____

APPROVAL SIGNATURE: _____ DATE: _____

DIS-APPROVAL SIGNATURE: _____ DATE: _____



RENTER CHECKLIST

- ☐ Page 1, 2 (Kimbrow BLDG), & 4 completed including signatures and dates
- ☐ Read through all rules, guidelines, and regulations
- ☐ Submitted application and certificate of insurance to respective campus representative either 10 or 15 days prior to event(s). Hays CISD must be added as additional insured.
- ☐ After approval, submitted 25% deposit (non-refundable)
- ☐ The fee balance for rental or use of the facility is due five (5) business days prior to the use of the facility. Check(s) shall be made payable to the Hays Consolidated Independent School District and delivered to 21003 IH 35, Kyle, TX 78640, or on-line payments will be accepted with a 4% administration fee through RevTrak..
- ☐ Building user must be punctual in adherence to the arrival and departure times designated on the application form.
- ☐ Contacted campus representative to discuss set up five (5) business days prior to the use of the facility

H.C.I.S.D. CHECKLIST/WORKSHEET

- ☐ Page 1 completed by requestor
- ☐ Page 2 completed by requestor (Kimbrow Building Usage Signature)
- ☐ Page 4 completed by requestor including signature of requestor
- ☐ Copy of Insurance with Hays CISD named as additional insured attached.
- ☐ Signed & dated by campus representative
- ☐ Approval by campus principal & facility administrator
- ☐ Contacted requestor with approval / denial
- ☐ Received 25% deposit
- ☐ Entered information into School Dudes
- ☐ Scanned/Attached all documents in School Dudes
- ☐ Activated by Melisse Shepherd/ Facility Use Coordinator
- ☐ Date Confirmed with event contact