

# NATALIA INDEPENDENT SCHOOL DISTRICT



## FACILITY USE AGREEMENT PACKET

**Please read and complete this packet & forms and return to  
NISD Business Office.**

## **FACILITY USAGE (NON-NISD ORGANIZATIONS)**

Natalia ISD Operations and Athletic Department are committed to making campus facilities available for use for the community. Our first priority is always given to the education and training of our students. The Board of Trustees permits and encourages public use of designated school facilities for educational, recreational, civic, or social activities, when activities do not conflict with school use or with school policy. All decisions for facility use are made with this in mind. However, being a taxpayer or submitting a Facility Use Request Form packet does not guarantee the right to utilize any NISD facility. Forms must be submitted, processed, and considered on a first-come first-served basis for approval.

We look forward to actively working with various groups and organizations for the mutual benefit of all members of our community, and especially our youth.

### **ADMINISTRATIVE PROCEDURES**

**SCOPE OF USE** The District shall permit non-school use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with District policy. Approval *shall not* be granted for any purpose that would damage school property or to any group that has damaged District property.

#### **NON-PROFIT**

**FUNDRAISING** The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

Groups other than ISDs who are considered to be non-profit, will be required to produce 501C documentation denoting non-profit status in order to receive non-profit charges for services.

#### **FOR-PROFIT**

**USE** The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.

**SCHEDULING** Requests for non-school use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. The Superintendent or designee shall have authority to cancel a scheduled non-school use if an unexpected conflict arises with a District activity.

**APPROVAL OF USE** The Superintendent is authorized to approve the use of any District facility.

**EXCEPTION** No approval shall be required for non-school-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, park, and the like, when the facilities are not in use by the District or for a scheduled non-school purpose.

**FACILITIES NOT AVAILABLE** The following facilities shall not be available for non-school use:

1. Central Office building; and
2. Special Education building.

**USE AGREEMENT** Any organization or individual approved for a non-school use of District facilities shall be required to complete a written agreement indicating receipt and understanding of Natalia ISD Facility Use Agreement Packet, have access to District policy of Non-School Use of School Facilities and any applicable administrative regulations or guidelines.

### **FOOD AND DRINKS IN FACILITIES**

Food and drinks are allowed in facilities **with prior permission** granted by the NISD Director of Operations. However, NISD reserves the right to deny food and drinks in or at a facility rental based on the type of venue, equipment, regulations, licensing requirements, etc. or any other reason deemed appropriate by the district.

**Event Coordinators** will be responsible for the appropriate distribution, use and disposal of food and drink products as well as interacting with their guests to address any food or drink issues.

However, the NISD facility staff is fully within their rights to refuse to continue the event until infraction(s) are corrected, example: Food thrown on a basketball court. If a resolution is not reached in a timely manner, NISD facility staff is authorized to end the event. Billing will continue until all event equipment, personnel and the audience have left the facility.

**STAFF SERVICES** The Facility Use Agreement Forms shall provide information and/or rates for staff/supervisory/custodial services for specific facilities that can be *requested by* the renting organization or *required by* NISD.

Custodial charges will include time before and after the event to thoroughly clean the area. The number of custodians required will be based on the number of participants and attendants; this decision will be made by the NISD Superintendent and/or Director of Operation.



## INSURANCE

The organization requesting the use of a district facility *may* be required to furnish evidence of liability coverage for the event(s), dependent upon the function or venue, activities, equipment required, etc.. The insurance requirement will be determined on a case by case basis by Natalia ISD.

Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the District.

The evidence of insurance should consist of an original Certificate of Insurance with Natalia ISD named as an Additional Insured and Certificate Holder with Combined Single Limit of Bodily Injury and Property Damage Liability Coverage. Said certificate shall be in effect during the entire period of use of the NISD facility.

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

The insurance carrier must hold a minimum B+ rating. Each insurance policy must require that the insurer send notice to the District as follows: 30-day notice of cancellation, 60-day notice of nonrenewal and 30-day notice of material change when applicable.

Access to the facility being requested for use, ***shall not*** be permitted until the application and insurance has been screened and approved. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District.

## DEPOSITS

A **50% deposit** is required for all rentals and shall be refunded/credited within (3) three business days following the event provided the facility is returned to normal school operating conditions and no damage has occurred. Refunds may be collected at the NISD Business Office. **See Athletic Facility Use Packet for UIL Playoff exception.**

## SECURITY

If it is deemed that outside security is requested for an event by the renting organization or required by Natalia ISD, then the renting organization is responsible for scheduling and paying for this service. **See Athletic Facility Use packet for UIL Playoff exception.**

## LONG-TERM USAGE

Long-term use of school facilities (multiple-day use of facilities for the same activity within the same year) shall be approved by the NISD Superintendent of Schools.

**RENTAL BY SCHOOL DISTRICTS FOR PLAYOFF GAMES** - Separate guidelines are set up for the rental of any NISD facilities by another school district for playoff games in conjunction with UIL (University Interscholastic League) and/or TAPPS (Texas Association of Private and Parochial Schools) competitions. Those separate guidelines are in addition to or minor exception to the enclosed Administrative Procedures. See section entitled: **Natalia ISD Athletic Facility Use Packet.**

**FEES FOR USE** Non-school users shall be charged a fee for the use of designated facilities.

The Superintendent shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food and technology services.

#### **FEES DUE**

A **50% deposit** shall be made when the Facility Use Agreement Form is approved. The **balance** of all rental and/or personnel services fees is due a **minimum of one (1) week prior to the scheduled event**. The **exception** to this guideline will be for UIL Playoffs, See: **Natalia ISD Athletic Facility Use Packet**. Access to rental facilities **will not** be provided until all fees have been paid. If an event lasts longer than the time that was specified in the Facility Use Agreement Form, then the organization shall be charged rental fees and personnel fees for the additional hour(s) of use at the rate listed in the agreement.

#### **FAILURE TO PAY FEES DUE**

Failure to pay fees in a timely manner *may* result in

- a. Approval status of the application to be withdrawn.
- b. Loss of future use of NISD facilities.
- c. Legal action to allow NISD to recapture the agreed upon fees and any allowable legal expenses.

#### **REQUIRED CONDUCT**

Persons or groups using school facilities shall:

1. Conduct business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property.
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.
4. Abide by all Facility Use Rules and Regulations as well as the entire Agreement for Use contained within.

## FACILITY USE RULES AND REGULATIONS

1. Groups or individuals wanting to rent NISD facilities must obtain a **Facilities Use Agreement Packet** from the District Administration Office located at 805 Pearson, P.O. Box 548, Natalia, Texas 78059-0548.
2. The completed Facility Use Request Form, Agreement for Use document and Proof of Insurance (if required) **must be on file with the Business Office before a rental agreement can be considered for approval.**
3. Facility Use Request Form and proof of insurance (if required) must be submitted **no later the 2 weeks prior to the event.**
4. A **50% deposit** shall be made when the Facility Use Agreement Form is approved. **See exception Athletic Use Packet.**
5. The **balance** of all rental and/or personnel services fees is due a **minimum of one (1) week prior to the scheduled event. See exception in Athletic Facility Use Packet.**
6. Any **written changes** to the signed contract must be made **no later than (1) week in advance** of the event.
7. Rental amounts will not be decreased after the fact if the facility is not used for the entire contracted time.
8. The renter will be assessed the rental fee from the time the facility is opened until it is closed or vacated. **No Keys** will be issued. District personnel or custodian staff will unlock and lock facilities for security purposes.
9. The renter will be assessed a **required** cafeteria manager fee for kitchen rental and custodial fee for any facility rental.
10. All organizations are responsible for providing one **(1) event coordinator** that is actively supervising and easily accessible throughout the event. The event coordinator must remain onsite until all participants have vacated the facility.
11. Renting organization's event coordinator, staff and administration are responsible for their performers, students and their patrons.
12. Renting organizations are responsible for adhering to safe occupancy limits. The number of participants/patrons may not exceed the authorized capacity of the facility.



13. Prior approval must be given by the NISD Operations Manager 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 after the rental use period.
14. Any equipment, instruments, scenery, props, costumes, concessions, or other event related items must be removed from the premises by the final stated facility lock down time or additional rental fees will be assessed.
15. Groups must bring their own extension cords, power strips, office supplies, etc..
16. The use of tobacco, alcoholic beverages, or drugs is strictly forbidden on all school district property.
17. The facility curfew will be adhered to: **The facility must be empty and lights out by 10:00pm**, unless written permission for exception has been granted by the Superintendent and/or the Operations Manager.
18. Multi-day events must allow a minimum of eight (8) hours between one evening's end time and the following morning's open time.
19. 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 by the organization and appropriate 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.
20. All content and information (music, text, dialogue, etc.) presented must be "radio edit" clean, and reflect the district standards of conduct.
21. Natalia ISD has the right to refuse and/or terminate a rental. Reasons include but are not limited to the following: space availability, over usage of a facility, 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.
22. All NISD facilities shall be left in a neat and orderly condition. NISD requires 1 or more district custodians to be present at all facilities during and after rental.
23. All user groups shall be held responsible for and required to indemnify the District for the cost of damage, loss, injury, repair or excessive cleaning charges incurred through their use of the facility.
24. Any questions or concerns may be directed to the Business Office Manager and then referred to the appropriate department if required.

## AGREEMENT FOR USE

We, the renting organization agree that all information of the Natalia ISD Facility Use Packet has been read, understood and accepted. We further understand that any violation or deviation from those rules may result in fines or fees and loss of future rental privileges as deemed appropriate by the Natalia Independent School District. In consideration of its use of the Facility, the organization agrees to pay the required rental and personnel fees. It also agrees that the Natalia 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 Natalia 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 arising 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 organization represents to the Natalia Independent School District that ALL provisions contained within the Natalia ISD Facility Use Agreement Packet are agreed to and shall be adhered to..

\_\_\_\_\_  
Printed Name of Organization Representative

\_\_\_\_\_  
Signature of Organization Representative

\_\_\_\_\_  
Representative's Title

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Organization Representative Phone/Cell

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Natalia ISD Superintendent of Schools

\_\_\_\_\_  
Date



## Natalia Independent School District

Request for Use of School Facility must be made 10 business days prior to date of event

Today's Date: \_\_\_\_\_ **Campus:** \_\_\_\_\_ High School \_\_\_\_\_ Jr. High \_\_\_\_\_ Auxiliary Gym  
(check one) \_\_\_\_\_ Elementary \_\_\_\_\_ ECC \_\_\_\_\_ Stadium

**Date(s) of Activity:**

**Estimated Time of Use:**

_____	_____ AM / PM until _____ AM / PM
_____	_____ AM / PM until _____ AM / PM
_____	_____ AM / PM until _____ AM / PM
_____	_____ AM / PM until _____ AM / PM
_____	_____ AM / PM until _____ AM / PM

**Name of Sponsoring Organization:** \_\_\_\_\_

**Name of Activity or Function:** \_\_\_\_\_

**Name of Contact Person (Individual Responsible):** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Will an admission fee be charged by your organization:** \_\_\_\_\_ Yes \_\_\_\_\_ No

<b>Building(s) or Room(s) Needed:</b>	<b>Equipment Needed:</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Note to Sponsor:** It is your responsibility to make arrangements with the Operations department to have facilities and above listed equipment available at the time of your request two days prior to event.

**Rental Agreement:** See "Facility Use Agreement Packet" for specific Rules & Regulations.

**Please check one from the Facility Rental Fee Schedule:**

\_\_\_\_\_ Group A (Tax I.D. # \_\_\_\_\_)  
\_\_\_\_\_ Group B  
\_\_\_\_\_ Group C (Tax I.D. # \_\_\_\_\_)  
\_\_\_\_\_ Group D

<b>For Office Use Only</b>
Deposit Fee: _____
Rental Fee: _____
Clean-up Fee: _____
Law Enforcement: _____
Other: _____
Total: _____

The Sponsor's Signature below indicates that the organization agrees to the limitations and requirements described herein.

\_\_\_\_\_  
**Sponsor's Signature**

\_\_\_\_\_  
**Date**

Approved by: _____ Building Principal _____ Date _____	<b>For Admin Office Use Only</b> Email forwarded for campus approval: _____ Email notification/confirmation sent to O.D.: _____ Email forwarded for A.D. approval: _____ Email notification/confirmation sent: _____
Director of Operations _____ Date _____	

**Natalia ISD School Use of District Facility Use Agreement – Form Needed for Each Facility or Area**

Date of Request: \_\_\_\_\_

Name of Organization: \_\_\_\_\_ Requestor \_\_\_\_\_

Contact Number and email address: \_\_\_\_\_

Does your organization have insurance? \_\_\_\_\_ Attach proof of insurance

**Check Appropriate Box(es) and Include Requested Information:**

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**Building Usage- only the following facilities are available for non-school use (long-term usage fees may be negotiated). Each rate includes one custodian:**

_____ High School Gym	_____ \$60.00 per hour - for games only
_____ Junior High School Gym	_____ \$50.00 per hour
_____ Elementary Gym	_____ \$30.00 per hour
_____ Football Field <b>games only</b>	_____ \$100.00 per hour
_____ Baseball Field <b>games only</b>	_____ \$75.00 per hour
_____ Softball Field <b>games only</b>	_____ \$75.00 per hour
_____ Football Concession Stand **	_____ \$30.00 per hour – no items may be stored onsite
_____ SB/BB Concession Stand **	_____ \$30.00 per hour – no items may be stored onsite
_____ Practice field behind high school without restrooms or concession stand – no charge	
_____ Grassy area in front of high school without restrooms or concession stand – no charge	
_____ Grassy area behind JH Gym without restrooms or concession stand – no charge	
_____ <b>Attach a detailed schedule of dates and times requested – no other times are approved</b>	

\*\* The number of hours used must match the number of hours the field is used for each day

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**Additional Custodial Services**

\$40.00 per hour/custodian for cleanup of buildings and fields – **minimum of 2 hours**

Number of additional custodians requested: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_ Number of hours \_\_\_\_\_

\_\_\_\_\_ **Attach detailed schedule of dates and times if needed for more than one day.**

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**Keys**

**Natalia ISD does not issue building keys or key cards to anyone who is not employed by Natalia ISD.**

\_\_\_\_\_ Employee is assigned to the event to open and close  
\_\_\_\_\_ Outdoor event – no keys required  
\_\_\_\_\_ School keys issued to a school employee/organization volunteer

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\_\_\_\_\_  
**Signature of Requestor                      Date**

\_\_\_\_\_  
**Signature of Athletic Director      Date**

\_\_\_\_\_  
**Signature of Operations Director      Date**

\_\_\_\_\_  
**Approval of Superintendent      Date**

**A deposit of 20% of the anticipated total is required prior to use and will be applied to the total usage fee. Organizations will be billed on a weekly basis.**