Tatum Independent School District

Facility Rental Guidelines

Persons or groups wanting to rent Tatum ISD facilities must obtain and complete the Facility Use Agreement from the Tatum ISD website, <u>www.tatumisd.org</u>, or from the School Services building located at 255 E. Sterling Price, Tatum, Texas, Monday – Friday, 8:00 a.m. – 4: 00 p.m. (Please contact for summer office hours.)

An adult must make reservations for the requested event. Lessee shall have an address within the Tatum Independent School District. The Lessee shall state purpose for the reservation on the facility use agreement.

Read carefully and return completed facility use agreement to:

Lori Bess Tatum Independent School District 510 Crystal Farms Road Tatum, Texas 75691 <u>bessl@tatumisd.org</u> 903-947-0181

Submit specific details such as dates, times, area(s), special equipment, security and technology needs with your request.

Reservations will be made on a "first-come, first-served" basis as academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled.

Once your request has been reviewed and approved, you will be notified of the availability of the facility. Payment for rental must be paid in advance. Your request will not be confirmed until payment is received.

All requests will be considered according to district guidelines; however, the Superintendent reserves the right to deviate when necessary to achieve the overall purpose of the guidelines.

Tatum Independent School District Rental Guidelines and Procedures

Introduction

Board Policy GKD (LOCAL) states, "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 this policy. Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property."

Tatum ISD Board Policies referencing district facility use: DGA (LOCAL): Employee Rights and Privileges: Freedom of Association FM (LOCAL): Student Activities FNAB (LEGAL): Student Expression: Use of School Facilities for Non-school Purposes FNAB (LOCAL): Student Expression – Use of School Facilities for Non-school Purposes GE (LOCAL): Relations with Parent Organizations GKA (LEGAL): Community Relations: Conduct on School Premises GKD (LEGAL): Community Relations: Non-school Use of School Facilities GKD (LOCAL): Community Relations: Non-school Use of School Facilities Exceptions (see DGA), Required Conduct (see GKA) GKDA (LOCAL): Non-school Use of School Facilities: Distribution of Non-school Literature

Scheduling

The Tatum Independent School District and school-related programs have first priority access to facilities, activities that directly relate to the instructional, extracurricular and other programs of the District.

The District may unilaterally cancel any agreement for any facility by giving notice twenty-four hours prior to a requested lease period if the district determines that it must use the facility for a function related to the operation of the District.

The District shall have the right to cancel or move an event to another location, based on availability within the District, should a disaster occur that would require extensive repairs. In case of emergency, a twenty-four hour notice may not be possible. If suitable location not found, Tatum ISD will refund any amounts paid.

The Lessee shall ensure that permission to use the facility or any portion thereof shall not be transferred to a third party.

Approval to meet as a non-sponsored, non-curriculum-related group shall be granted for one school year at a time, subject to the provision of Board policy FNAB.

All athletic facility requests will be scheduled through the Athletic Department.

Cancellation by Requestor

Cancellation of rental by requestor must be received in writing not less than 48 hours prior to the event.

Fees

The District fee schedule reflects varied fees based on the facility requested, the group renting, and staffing requirements. The fee schedule for non-school purposes is attached.

The use of district buildings and grounds may require the presence of district staff for facility support and supervision.

Fees shall include appropriate charges for supervision, security, and clean up as determined by the Superintendent/designee as appropriate for the usage of the facility.

Rental charges are for the cost of the facility as normally used. Should any equipment need to be moved or technology required, a request should be made when the facility use agreement is completed. An additional cost may be added to the rates when special requests are made.

The Superintendent reserves the right to waive fees due to an emergency or unforeseen circumstance, or as deemed necessary and appropriate for the group or event.

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 and approved by the Athletic Director.

Certain areas, such as laboratories, shops, offices, and central administrative facilities, shall not be available for public use.

Set-up Labor

Set-up involves moving furniture, equipment, or making other preparations for an event, and to insure a successfully planned event, the organization should carefully consider what will be required and discuss this in the application process. District personnel will look at the arrangements for each event or rental to determine the need for additional personnel.

General Guidelines

Organizations using school/district facilities shall abide to the following:

- 1) A written agreement provided by the District setting forth the terms of the rental agreement is required of all groups with the exception of student organizations sponsored by the District.
- 2) District personnel may not use the facilities for organizations of which they are members without submitting a rental agreement in accordance with Board Policy.
- 3) School related groups are not required to pay rental fees, but will be responsible for the custodian or other needed services at the posted rate of pay.
- 4) Non-school related groups shall be assessed the established charges and fees for use of the school facilities.
- 5) All written agreements shall be approved, and signed by the Superintendent/Designee.

Non-school materials shall not be distributed on District property if:

- The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
- The materials endorse actions endangering the health or safety of students.
- The materials promote illegal use of drugs, alcohol, or other controlled substances.
- The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
- The materials contain defamatory statements about public figures or others.
- The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
- The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.

• There is reasonable cause to believe that distribution of the non-school literature would result in material and substantial interference with school activities or the rights of others.

Promotional Activities

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any non-school-related purpose without prior approval of the Superintendent or designee.

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 Board policy.

The Superintendent must approve all fundraising activities generated from groups within Tatum ISD.

The Superintendent's office shall approve and coordinate all fundraising activities generated from groups outside Tatum ISD.

Rules and Regulations

- 1) Persons or groups using school facilities shall conduct business in an orderly manner.
- 2) Persons or groups using school facilities shall abide by all laws and District policies, including but not limited to those prohibiting the use, sale, or possession of alcohol, illegal drugs, firearms, tobacco products and e-cigarettes on school property.
- 3) The Lessee shall make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.
- 4) Lessee understands all food and drinks are allowed only in designated areas, and must be removed and the area left clean after the event.
- 5) Materials such as hay, confetti, candles, fireworks (or any other product containing gunpowder), or fog machines may not be used. (see decorations guidelines)
- 6) Participants shall not enter any facility or section of a facility until Tatum ISD personnel has given permission to enter.
- 7) Children must have adult supervision at all times. High school students will not suffice as adult supervisors (coaches).
- 8) Equipment malfunction at the facility will not automatically result in any refunds to the renter.
- 9) The District is under no obligation to maintain and/or improve District owned property for the benefit of the renter.

- 10) All bulletin boards, wall posters, permanent fixtures, furniture or equipment shall be left undisturbed.
- 11) All participants must evacuate the building if the fire alarm sounds.
- 12) Participants may re-enter upon permission from District personnel or Fire Department personnel.
- 13) No live animals allowed on school property while renting a facility. EXCEPTION: Trained dogs providing disability assistance and trained dogs working with licensed peace officer personnel.
- 14) Lessee assumes full responsibility for any damage to the facility or equipment used.
- 15) Cafeteria use requires notification to the Food Service Director. A member of the Tatum ISD food service staff must be contracted and present at all times.

Decorations

- The Lessee shall ensure that prior approval is received before signs, banners, and/or decorations are erected and that the group will remove all decorations immediately following the event.
- 2) Decorations may not deface school property.
- 3) All decorations must meet local, state, and federal fire safety codes.
- 4) Any costs for repairing damaged floors, window coverings, walls, or facility space, as a result of decorating or posting, will be charged to the individual who signed the facility lease agreement.
- 5) The following items are not allowed in district facilities: candles, nails, tacks, screws, staples, glitter, paint, markers, or glue.
- 6) Loose marbles, roller skates, bicycles, confetti, rice, birdseed, bubbles, stickers, silly string, and crepe paper are not allowed.
- 7) Taping of floors is not permitted.
- 8) Protection of floor coverings must be considered in the development of any decoration scheme that might be free standing within the facility.
- 9) Materials which contain any substance that might be considered abrasive are prohibited.
- 10) No tacks or nails are to be driven into the walls or ceiling.

Security

Events open to the public or events at which a large number of participants are expected, may require use of security personnel. The District will engage security personnel when required.

The Superintendent shall determine the level of necessary security required for a specific event. The Lessee will be charged for the service at the current rate per officer with a two-hour minimum. (See District rental fee schedule) Custodians will not be considered security personnel.

Supervision

A custodian, cafeteria, or facility manager must be a school employee. The assigned supervisor is responsible for oversight of the building and facilities used during the rental period. Tatum ISD requires adequate supervision to maintain order and prevent damage to school property. Supervisors/designees of facilities shall be responsible for:

- Unlocking and securing the facility
- Being present at all times during use of the facility
- Possess necessary knowledge concerning the operating controls for lighting, airconditioning, sound, scoreboard systems, or other necessary facility equipment needed for the event.
- Ensure the Lessee has assumed full responsibility for the conduct of any and all persons using the facility during rental.
- Ensuring the Lessee has restored the facility to its original state after use.
- Provide other services as requested.

Conduct

All groups shall comply with the policies and regulations as established by the District. Violations of these policies, rules, and regulations or inaccurate or untruthful statements in the application may place the organization on the ineligible list for future use of school facilities.

Contracts may be cancelled at any time there is evidence that District policies and regulations are being violated.

Building Equipment, Keys, and Property

Lessee ensures that no fixtures, equipment or furniture shall be removed from any building.

Any event/activity requiring sound, lighting, and/or additional services, a qualified Tatum ISD employee is required to operate or service the equipment and will have access to the necessary area(s).

Kitchen Use

Additional food service employees may be required by the District depending on the size of the group, amount of preparation to be completed, and the length of time for the facilities to be

used. The manager and/or food service employees are only to supervise and ensure proper use of equipment. The food service employee will be responsible to open and close the kitchen facility. Food is to be prepared by the organization using the facility.

The facility should be left in a clean, orderly manner; charges may be incurred for the clean-up expense.

Storage

The Lessee will not store equipment, supplies, or materials in Tatum ISD facilities unless Lessee pays a two-day rental fee. The District will not be responsible for items left in school facilities prior to the reserved time, during the rental period or at the conclusion of the reserved time.

Rental Agreement

The Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the Lessee.

The Lessee will abide by all laws and District policies, including those prohibiting the use, sale, or possession of alcohol, illegal drugs, firearms, tobacco products, and e-cigarettes, on District property.

Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the use.

Misuse or abuse of equipment or facilities shall result in immediate denial of further use.

The Lessee agrees to assume all liability and hold harmless and indemnify the District, its Board members, employees, and agents from any and all liability arising out of the Lessee's use of District facilities.

Tatum Independent School District reserves the right to reject any requests not in the best interest of the District.

The Superintendent reserves the right to make changes to the Tatum ISD Facility Rental Guidelines.