



Texarkana

Independent School District

FACILITIES USE INFORMATION PACKET

This application shall be processed in accordance with Board Policy GKD (LEGAL) and GKD (LOCAL), which are incorporated herein by reference for all purposes. The undersigned, individually and on behalf of the named group or organization, certifies that he/she has read the “Rules and Regulations for Non-School Use of School Property” as set forth on the back of this application (*including the Indemnity Obligation and Express Negligence Clause as set forth in Section 4c of said rules and regulations*) and agrees to be bound by and to enforce such rules and regulations during the requested rental.



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RULES AND REGULATIONS FOR NON-SCHOOL USE OF SCHOOL PROPERTY

1. PROHIBITIONS

- a. The activity shall not interfere with the normal use of the facility by students or TISD personnel.
- b. No alcoholic beverages or tobacco products shall be permitted on TISD property.
- c. No public dances shall be permitted on TISD property.
- d. The activity shall not cause wear and tear that would damage TISD property.

2. DEPOSIT AND CLEANING FEES

- a. All rental applications shall be accompanied by a deposit which shall be held until final settlement.
- b. Rental areas are to be left clean after use. A member of the school maintenance staff shall be compensated by the rental group or organization at the rate of one and one-half times his/her hourly rate for any necessary cleaning of the rental area. This rate is in addition to the rental fee charged for facility use.

3. FOOD CONSUMPTION

- a. Food consumption shall be regulated by administrative procedures and shall be prearranged with the building principal.
- b. If use of TISD food service equipment is requested, contact must be made with the Director of Food Services for such use at least two weeks in advance of the planned event.
- c. Use of TISD food service equipment shall be made under the supervision of TISD food service personnel, who shall be compensated by the rental group or organization at the rate of one and one-half times his/her hourly rate. This rate is in addition to the rental fee charged for facility use.

4. RESPONSIBILITY FOR PERSONAL INJURIES OR PROPERTY DAMAGE

- a. The sponsor, chairperson, or leader of the group or organization shall be responsible for the facility and TISD property being used.
- b. The group or organization renting the school facility shall be responsible for any personal injuries or property damages, including damage or abuse to TISD buildings, grounds, or equipment, arising from the rental of the facility. Groups or organizations renting a building for an occasion which the public is eligible to attend shall be responsible for treatment of the property on the part of the general public during the rental period.
- c. **INDEMNITY OBLIGATION AND EXPRESS NEGLIGENCE CLAUSE:** The named individual, group or organization shall indemnify and hold harmless TISD from all expense, counsel/attorney fees, costs, liabilities, and judgments pertaining to or connected with any claims, suits, or proceedings that may be brought against TISD arising from TISD's rental of facilities to the named individual, group or organization, even if such claims, suits or proceedings, or any loss, cost, injury, damage or expense, are determined to be in whole or in part due to the negligence or gross negligence of TISD.



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SUPPORT SERVICES USE OF SCHOOL FACILITIES REGULATIONS

GENERAL CONDITIONS

The attached rental fee schedule is considered a part of this regulation. Board policy GDK local is summarized below and contains the conditions for renting school buildings and facilities. School buildings or facilities shall be made available at a rental charge commensurate to operating cost to citizens, service, and church groups subject to the following conditions:

1. The activity shall not interfere with the normal use of the building by school personnel, nor shall the use of the facility cause wear judged harmful to the facility.
2. The request for the use of the building for the designated purpose shall be approved in accordance with the administrative procedures of the District.
3. The group sponsor, chairperson, or leader shall be responsible for the facility being used.
4. The group or organization renting the school facility shall be held responsible for any damage to the facility during the use of the building. Groups using a building for an occasion that the public is eligible to attend shall be held responsible for treatment of the property on the part of the general public during the rental period.
5. All rental applications shall be accompanied by a deposit which shall be held until final settlement.
6. No classrooms shall be rented, or areas where personal property is not properly secured.
7. The possession or consumption of alcohol is prohibited on all school premises. The use of tobacco products is strictly prohibited on all TISD owned or controlled property.
8. Food consumption shall be regulated by administrative procedures. Contact must be made with the director of food services for kitchen use. Use of school food service equipment shall be made under the supervision of food service personnel; arrangements shall be made through the director of food services. Food service personnel shall be compensated at the rate of one and one-half times his/her hourly rate. This rate is in addition to that charged for building use.
9. No facility shall be rented for the purpose of a public dance.
10. Rental areas are to be left clean after use, and a member of the school maintenance staff shall be compensated by the rental group.

GROUP CLASSIFICATION

Classification I Nonprofit groups and activities serving the youth of the District and those activities sponsored by school-related groups. The school facilities shall be made available at no cost during normal school days and hours for groups in this classification, but activities should not conflict with the daily operation of the school.

Classification II Nonprofit groups and activities serving the youth of the community but not limited to the District. Classification II shall be charged incremental costs during normal school days and hours and personnel plus incremental costs at other times.

Classification III Nonprofit groups and activities serving the entire community of all ages but not limited to the District. Classification III shall be charged for personnel and maintenance costs during and after the normal school day.

Classification IV All other groups and activities. This classification shall be charged personnel, operation, and maintenance costs commensurate with the pro rata cost of the area under normal school conditions.

Classification V Governmental agencies including but not limited to Bowie County, the City of Texarkana, Texas, Texarkana College, Texas A&M University Texarkana, and Region VIII Education Service Center. This classification may be granted use of District facilities at no charge when a reciprocal facility agreement is appropriate and feasible. Long-term use of District facilities under this classification is subject to approval by the Board.

SHORT-TERM RENT OR LEASE

Short-term rental or lease is defined as not more than two days per month over a three-month period.

LONG-TERM RENT OR LEASE

Long-term lease is defined as use of the facility more than two days per month for a period of three or more months. A long-term lease requires Board approval semiannually.

Prior to approval of a long-term lease, the lessee may be required to submit:

1. Statement of hardship and an application.
2. Construction schedule and name of architectural firm.
3. Copy of deed to construction site.
4. Quarterly construction reports.
5. A deposit commensurate with one month's rental fee, submitted with application.
6. The lease may be terminated by either party with 14 days notice. The District reserves the right to demand use of leased property for public school purposes upon reasonable notice (*48 hours minimum*).

SCHOOL GROUNDS

School grounds shall be available for community use and are subdivided into two categories: play fields and competition fields. Play fields: Open to community use on a first come first serve basis. Disruptive behavior will not be tolerated. Criminal Trespass warnings will be issued to any individual found to be acting in an unacceptable way or causing damage to District property. Competition (interscholastic) fields and areas: Reserved for use by THS Athletes or playoff games. These fields are not typically made available for rental. Special consideration will be given to one time community wide events.

SECURITY

Lessees shall be responsible for providing security if it is requested by the school administration.

INSURANCE REQUIREMENTS

All groups wishing to rent a TISD facility must provide the District with a certificate of liability insurance in the amount of \$1,000,000 listing TISD as an additional insured for the dates specified on the rental agreement. This certificate must be in the hands of the District before the activity is to take place.

EXCEPTIONS

Exceptions to the policies, procedures, and rental rates can be made by the Superintendent or Board of Trustees only.