



Management Guidelines and Usage Agreement

Terms and Conditions

RENTAL REQUESTS/RESERVATIONS All use of facilities by non-district entities will be coordinated through the office of Facility Services. Groups or organizations that desire to use the District's facilities must submit a reservation request through facilitron.com/kisd76248. Keller ISD faculty and/or staff may not represent an external client to circumvent the Facility Rental and Related Fees. The use of the facility requested will be restricted to individuals associated with the organization/event to maintain security. Subleasing is prohibited.

SPECIAL CONDITIONS Should the Districts' observation of use contradict the agreement in place, the agreement may be cancelled. All approved times and locations must be followed. All attendees must use parking lots; no vehicles are allowed on the grassy areas or sidewalks. Renters must remove all items brought on site. Renters must ensure trash is placed in receptacles. Propping of doors is not allowed as it is a security risk. Only rubber sole shoes are allowed on gym floors. Food or drinks are not allowed on the gym floor or turf fields. Facility rentals are limited to the areas specified in the agreement. Renters and attendees must not stray from the agreed upon rental location and may not move into other portions of the facility.

COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES

Law enforcement 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 "Tobacco Free Policy" prohibits the use of Tobacco products; cigarettes; e-cigarettes; vapes; and any component, part, or accessory for an e-cigarette device, 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 and grounds, vehicles, property, and all staff, students, parents, visitors, and patrons. (GKA, Education Code 38.006)

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) immediate termination of the contract;
- 2) requirement to immediately vacate the premises; and/or
- 3) denial of that organization's and/or individual's request for future use of premises.

YOUTH GROUPS

“Youth group” means any group or organization intended to serve young people under the age of 21. (GKD Legal)

LONG TERM LEASES

A Long-Term Lease is defined as a lease of six (6) months or more. Organizations desiring to rent a facility on an extended basis shall be allowed to lease only Elementary and Middle School Campuses determined by the District. Rental of any campus will require a KISD Staff representative to be on site for the total hours of each event at the designated rate per hour set by the District. These regularly scheduled meetings must only be held on Saturday, Sunday morning or Sunday afternoon to allow KISD staff ample time to prepare for school. The District shall not commit to a reservation request that is longer than 12 months at a time. At the end of the long-term lease, an evaluation of the accommodation, fees, and terms will be reviewed. Lessee must submit a new request and with approval, a new agreement will be written using the then current fees.

SUBSEQUENT RESERVATION REQUESTS AND AGREEMENTS

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 which affect the amount to be charged and/or the conditions of the rental agreement shall either need to be on a new reservation request or will cause the initial request to be returned to the pending status.

RESTRICTED USE DATES

There will be no leasing during School or District Holidays (except long term leases). In the event the District must close campuses for any reason (i.e., bad weather, emergency repairs, etc.), all events will be cancelled. Any prepaid fees will be reimbursed. Summer maintenance and custodial operations may require District facilities to be closed temporarily.

ACCESS TO FACILITY KEYS

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

EMPLOYEE SERVICES

In addition to facility rental fees, the fees for employee services are billed for a minimum of two (2) hours, except for Off Duty Police Officers, which is a four (4) hour minimum. The number of custodial staff is at the discretion of the Custodial Supervisors and is determined on a per case basis.

PROPERTY DAMAGE

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

INSURANCE

All renters must sign a Rental Agreement and must furnish proof of liability insurance prior to approval for use. Any individual, organization or group must provide KISD a Certificate of Insurance naming Keller Independent School District (350 Keller Parkway – Keller, TX 76248) as an additional insured on the insurance policy maintained by the Occupant with a minimum combined single liability limit for bodily injury or property damage of \$1,000,000.00, underwritten by an insurance company with a current BEST rating of “A” or better, at least five days prior to the Occupant’s occupancy of the used facility. Insurance must remain current throughout the duration of the agreement. Failure to comply may result in termination of the agreement.

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 or designee, be required to employ law enforcement officers or District security personnel to help ensure the safety of attending persons as well as to help prevent the destruction of school property. The presence of law enforcement officers or District security personnel 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.

DISTRICT STAFF

The District shall furnish the necessary staff to open, clean, and close the property. Certain rentals may require specialized staff members at an additional cost.

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, in turn, be responsible to the building principal and/or the Superintendent or designee.

RENTAL AND PAYMENT TERMS

Payments will be made directly to Facilitron based on reservations created through facilitron.com/kisd76248. Payment is due prior to the first event and can be made using credit card (processing fees apply), PayPal, E-Check (95 cent fee per check), or check by mail (Include the Reservation Number and make payable to Facilitron Inc., P.O. BOX 1935, Los Gatos, CA 95031-1935). Organizations who are renting more than two months at a time are allowed to make monthly payments. There will be a \$25 late fee applied to all accounts with a balance overdue by 30 days or more. Rental time shall be charged from the time the lessee enters the facilities until the lessee leaves the facilities (set-up time until break-down time).

CANCELLATION OF EVENT

Cancellation must be made in writing under the comment section of the Facilitron reservation a minimum of 72 hours prior to the event date. There will be a 50% cancellation fee for all reservations cancelled less than 72 hours before the event time. There will be a \$15 change fee for all changes made to a reservation once it has been approved.

CLASSIFICATION OF GROUPS

District facilities, when made available for use, will be based upon classification and priority of groups as specified in these guidelines. The District shall have first priority of facility use and may cancel any agreement to better serve the District. The District may also cancel an event with less than 24-hour notice under such emergency circumstances that would preclude the safe occupancy and use of the leased facility. The District also reserves the right to adjust or restrict the hours of use by any group or organization at its discretion.

Category #	Category I	Category II	Category IIA
Category Type	Internal	Government Agencies/School District Support Groups & Civic Organizations	District Employee-Run Camps (Non-Contract Days Only)
Category Definition/ Examples/ Criteria	Internal school groups; school teams and programs	<p>"Official Government Agencies" defined as city, county, state or federal government official activities.</p> <p>"School District Support Groups" are district and school sponsored or affiliated groups whose activities, as determined by the designee, directly support and promote the educational mission of the district and benefit district schools and students, including, parent/teacher associations (PTA), Booster Clubs, 4-H Club, Non-School Sponsored Organizations, school employee organizations, District Educational Foundations and Community Advisory Committees.</p> <p>"Civic organization" means any non-profit local adult or youth service club, veterans post, fraternal society or association, volunteer fire or rescue group, or local civic league or association. Operated exclusively for educational or charitable purposes, including the promotion of community welfare.</p>	"Non-Contract Day" is defined as a day that an employee is not scheduled to work as per the KISD work calendar.
Insurance	Not Required	Insurance required	Insurance required
Extra Duty Staffing/ Personnel Fees	None	Required based on fee schedule	None
Utilities Fees	None	Required based on fee schedule	Required based on fee schedule
Equipment/Field Maintenance Fees	None	None	None
Facility Fees	None	None	Discounted flat fee daily rate; based on fee schedule

Category #	Category III	Category IV	Category V
Category Type	Youth Sports and Non-Affiliated After School Programs	Non-Profit	For-Profit
Category Definition/ Examples/ Criteria	"Youth Sports and Non-Affiliated After School Programs" means any non-profit youth athletic-based organizations, youth club sports, youth sports organizations and non-affiliated after school programs.	Non-Profit Organizations that do not fit into other categories, including churches that can provide proof of 501c3 non-profit status	For-Profit Organizations that do not fit into other categories
Insurance	Insurance required	Insurance required	Insurance required
Extra Duty Staffing/ Personnel Fees	Required based on fee schedule	Required based on fee schedule	Required based on fee schedule
Utilities Fees	Required based on fee schedule	Required based on fee schedule	Required based on fee schedule
Equipment/Field Maintenance Fees	Required based on fee schedule	Required based on fee schedule	Required based on fee schedule
Facility Fees	Discounted hourly facility rate; based on fee schedule	Facility Fees equivalent to 100% of existing rates	Facility fees equivalent to 125% of direct cost

TERMS AND CONDITIONS: Occupant agrees to strictly comply with the following terms and conditions of this Agreement.

1. District buildings, grounds, and equipment are financed and maintained for the sole purpose of promoting the education of the enrolled students of KISD. Any other purpose for which school facilities or properties are used shall be subordinate to and shall not interfere with the program of school activities of KISD. The Occupant shall not use the facility for any purpose that conflicts with the aims and objectives of KISD.

2. KISD may unilaterally cancel this Agreement without giving any notice prior to the occurrence of the event covered by this Agreement if KISD determines that it must use the facility for a function directly related to the operation of KISD, or if KISD determines that the occupancy of the used facility would be unsafe for any reason. KISD will refund any Usage Fees and Charges paid pursuant to this Agreement in the event of such cancellation by the District.

3. Neither this Agreement nor the privileges derived through this Agreement shall be transferable to any other individual, group, or organization.

4. The use of a KISD facility is a privilege. Any misrepresentation by any organization or individual made in connection with the use of or the application for use of a KISD facility, any abuse of KISD property by the organization or an individual representing the organization, or the failure to timely pay fees or charges may result in the immediate termination of this Agreement, including immediately vacating the used facility, and the denial of any future applications for use submitted by the offending individual or organization.

5. The Occupant shall pay for any and all damage to the used facility and/or other KISD property (other than reasonable wear and tear) caused either directly or

indirectly from the Occupant's use of the used facility, by or through the negligence and/or other acts of the Occupant, its agents, members, employees, or any person or persons participating in or attending the event. Keller ISD reserves the right to back bill should excessive expenses, beyond the agreement fees, be incurred, (i.e. emergency maintenance calls, extended hours, etc.).

6. Neither the halls nor ramps, nor the sidewalks, or entrances thereof shall be obstructed by the Occupant nor used for any purposes other than ingress or egress, and Occupant shall keep such passageways clear at all times.

7. KISD shall have the right at any time to enter any portion of the facility for any purpose whatsoever, and the entire facility, including the premises expressly covered by this Agreement, shall always be under the charge and control of KISD. Occupant agrees to abide by or follow any directions of any KISD employee assigned to monitor or facilitate the Occupant's use of the facilities.

8. The Occupant shall not bring or permit anyone to bring into the used facility or keep therein any hazardous materials, including pesticides and other similar chemicals, or anything that will cause a fire hazard.

9. The Occupant shall comply with any and all exclusive vending agreements entered into by KISD by serving, selling, and/or providing only those beverages listed on the Approved Beverage List attached as an appendix to this Agreement and hereby incorporated by reference into this Agreement as if fully set out herein. Occupant shall not bring or permit anyone to bring into the facility or keep therein any beverage not on the approved Beverage List. NO BEVERAGE ADVERTISING IS ALLOWED.

10. Under no circumstances shall the Occupant remove KISD property from school premises without express written permission.

11. The Occupant may place or put up temporary, easily removable decorations or scenery as needed for its purposes, and move tables and chairs as required for its use. However, the Occupant agrees that such use of decorations or scenery and the moving of tables and chairs will in no way cause damage or harm to any part of the District's facility or tables and chairs, and that it will restore the premises to original condition following the meeting or event. Failure to do so will result in permanent loss of privileges with respect to using District facilities by the Occupant. Occupant may not use any other equipment of the District that is not specifically named in the Agreement between the District and Occupant. Use of candles, matches, or any fire or flame of any kind is strictly prohibited.

12. The Occupant shall not distribute any non-school literature unless Occupant has complied with Board Policies FNAAL (LOCAL) or GKDA (LOCAL), as applicable. Occupant shall not sell any items or merchandise without prior written consent from KISD.

13. The Occupant shall comply with all state and federal laws, including but not limited to the Americans with Disabilities Act, local ordinances and rules, and KISD policies. The Occupant's failure to do so shall constitute grounds for the immediate cancellation or suspension of this Agreement and the expulsion of the Occupant from the used facility.

14. The Occupant shall comply with all applicable state and federal statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age or other classification as applicable. The use of KISD facilities shall not be allowed for the purpose of advancing any doctrine or theory subversive to the Constitution or Laws of the State of Texas or of the United States or KISD's mission and purpose.

15. KISD assumes no responsibility whatsoever for any property of any kind placed in or on the used facility, and the Occupant hereby expressly releases and discharges KISD and its elected officials, agents, representatives, volunteers, and employees from any and all liabilities for any claims, demands, lawsuits, loss, injury, or damages to person or property that may be sustained by reason of the occupancy of the used facility under this Agreement, whether by Occupant, its members, sponsors, participants, spectators, visitors, or anyone attending the facility because of Occupant's use of the facility.

16. The Occupant shall not make use of any auditorium lighting or sound equipment unless KISD personnel supervise the use of such equipment.

17. The Occupant shall provide competent, adult supervision of all activities, and guarantee the orderly behavior of all participants. Said supervisor shall be responsible for restricting the group's access to the used facility only and for protecting the used facility and its contents from abuse. Any representative of KISD on duty during the event shall be responsible for the operation of the Facilities but is not responsible for supervising the Occupant's group or its activities. If an alarm system sounds, or if fire, police, or KISD representatives request the facility be cleared during Occupant's use of the facility, Occupant is responsible for evacuating all its members, sponsors, participants, spectators, or visitors immediately and no one shall reenter the facility until given permission by KISD personnel or fire/police representatives. Occupant shall reimburse KISD for any charge or expenses incurred as a result of a false fire and/or security alarm caused by Occupant, its members, sponsors, participants, spectators, or visitors.

18. The possession of firearms or other weapons, and the possession, use, consumption, sale, or distribution of alcoholic beverages, tobacco products (including but not limited to cigarettes, cigars, pipes, snuff, and chewing tobacco), illegal drugs, controlled substances, and/or other intoxicants by any person while on KISD property is strictly prohibited, and may violate local, state, and/or federal law. KISD property include all buildings, sidewalks, drives and driveways, parking lots, playgrounds, stadiums, and athletic fields or areas.

19. In its sole discretion, KISD may require the hiring of outside security officers for any event. KISD shall determine the hours and the number of security officers required for the event.

20. KISD facilities may not be used for personal use except as expressly allowed for in District policy (GKD LOCAL).

21. Any requests for equipment, or other special arrangements not included in the Occupant's Application to Use School Facilities and approved therein by KISD Administration, require express written permission.

22. Any non-school affiliated organization claiming not-for-profit status under the Internal Revenue Code shall file proof of such with KISD.

23. Outdoor sports shoes are prohibited in KISD Facilities, and only shoes with non-marking rubber soles are allowed on the floor of a KISD gymnasium. In addition, food or drinks are not allowed in any part of an auditorium and are not allowed on the floor of a gymnasium.

24. This Agreement shall be construed under the laws of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Exclusive venue for any action taken, arising from, or related to this Agreement shall lie in the state District courts of Tarrant County, Texas.

25. The products described and services offered herein are considered special, custom, and specific to this Agreement and are not subject to other discounts or agreements between the parties or between Keller ISD and any group purchasing organization.