

## **PLEASE READ BEFORE COMPLETING YOUR FACILITY USE REQUEST AGREEMENT FORM**

- Submit your reservation request to FBISD **30 days in advance** of your event date. No exceptions allowed without approval from the Superintendent, or designee.
- Verbal approvals for facility use **are not valid** without going through the entire approval process.
- Unapproved use of FBISD facilities for non-school activities is prohibited and may result in loss of privileges to rent.
- Read all of the Terms and Conditions (2<sup>nd</sup> page of rental agreement) for renting FBISD facilities, as the maker of the contract is accountable for the organization adhering to each of them.
- You can also refer to the District's [Board Policy GKD \(Local\)](#) addressing Community Relations - Nonschool Use of School Facilities
- FBISD facilities are **not available** for rentals **the first three weeks in July** of each year.

## FORT BEND INDEPENDENT SCHOOL DISTRICT FACILITY USE AGREEMENT

NAME OF ORGANIZATION:		CAMPUS LOCATION:	
ADDRESS (STREET, CITY, STATE, ZIP):		AREA NEEDED:	
BILLING ADDRESS (STREET, CITY, STATE, ZIP):		DATE OF INTENDED USE (SINGLE USE): <i>*Must initiate this Agreement 30 days prior to intended date of use.</i>	
NAME OF CONTACT (PERSON RESPONSIBLE FOR FACILITY AND/OR EQUIPMENT):		START TIME: _____ END TIME: _____	
CONTACT WORK PHONE:		<b>*FOR RE-OCCURRING RESERVATIONS*</b> BEGINNING DATE: _____ ENDING DATE: _____ <i>CHECK ALL DAYS REQUESTING:</i> ____ WEEKLY M TU W TH F SA SU ____ CONSECUTIVE DATES _____ - _____ ____ MONTHLY BEGINNING MONTH: _____ FINAL MONTH: _____	
CONTACT CELL PHONE:			
CONTACT ADDRESS (STREET, CITY, STATE, ZIP):			
CONTACT EMAIL ADDRESS:		NUMBER IN ATTENDANCE (APPROX):	
CONTACT DRIVERS LICENSE NUMBER:		REASON FOR FACILITY USE:	
EIN # (if applicable)		LIST ANY SPECIAL EQUIPMENT (TABLES, CHAIRS, ETC.) NEEDED:	

Add any additional info:

### Hold Harmless Agreement and Facility Use Terms and Conditions

To the extent permissible by the Constitution and laws of the State of Texas, the user(s) of a School District facility agrees to protect, indemnify and hold free and harmless, Fort Bend Independent School District, its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney's fees) of every kind and character on account of personal injuries, deaths, bodily injury or damage to property, of the public, Fort Bend ISD or the user herein, its or their guest, employees, supervisors, vendors and agents whether resulting from the performance of its obligations hereunder or the quality or safety of the programs used and/or the equipment or property of the user herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

By signature on this agreement, I, as the contact person duly authorized to act on behalf of the above-named organization, I acknowledge and agree that:

1. The District shall have first priority of facility use and may cancel any agreement of any facility prior to the event (48 hours except in case of emergencies) if the District determines that it must use the facility for a function/event directly related to the operation of the District. This is applicable also to changes in UIL schedule that creates conflict with rental contract.
2. The District reserves the right to adjust or restrict the hours of use by any group or organization in order to accommodate the greatest number of requests.
3. The use of the facility requested will be restricted to the areas designated and approved for the reservation and to individuals associated with the organization in order to maintain security. (Subleasing is prohibited.)
4. Adult supervision will be provided by the group/organization at all times.
5. No activity shall be scheduled in a school building or on school grounds that interferes with individual school operations or is injurious to school property, a nuisance to residents living nearby, or conflicts with scheduled District maintenance activities.
6. The use, sale or possession of any weapons, firearm (including concealed or open-carry handguns without specific authorization), illegal drugs, alcoholic beverages, and pyrotechnics (including fireworks) and the use of tobacco products and e-cigarettes on any Fort Bend ISD property are prohibited.
7. The use, possession, or storage of any pesticide or herbicide on any Fort Bend ISD property is prohibited.
8. Food and drinks, to include Food Trucks, are subject to Enterprise Funds Department approval.

9. Performances, exhibitions, or activities that are deemed indecent, obscene, immoral, or in any manner publicly offensive are not allowed. School property shall not be used for the teaching, promoting, disseminating or furtherance of any theory or doctrine of subversive nature, intended or threatening to undermine or overthrow the constituted form of government of the United States or of the State of Texas.
10. Individuals/Groups/Organizations reserving a Fort Bend ISD facility may not post any signage on District property except at the facility during the scheduled date and time of the facility reservations. All signs (inside and outside) must be freestanding or suspended from existing hardware and must be approved by the Enterprise Funds Department prior to use.
11. Individuals/Groups/Organizations reserving a Fort Bend ISD facility shall conduct their business in an orderly manner.
12. The Maker shall be held liable with any contracting organization that might be represented by the Maker for payment to Fort Bend Independent School District of the fees for use of school facilities as well as fees for setup or rearrangement of furniture and equipment by District personnel.
13. The contracting organization will provide a certificate of insurance in the amount of not less than \$100,000/300,000 issued to the District prior to the use of a facility by an outside organization. The District shall be the co-insured party in such contract. Access to the facility shall not be permitted until the application and insurance has been screened and approved.
14. All contracting organizations will give the Caretaker and/or Event Supervisor the name of the person in charge of the group and that person will complete the Fort Bend I.S.D. Building Use Questionnaire when vacating the premises.
15. Contracting organizations will be responsible for furnishing ushers, ticket takers, parking attendant or law enforcement officers. Recreational activities having 50 or more persons in attendance shall employ Fort Bend ISD officers for crowd control. Fort Bend ISD reserves the right to require any additional personnel deemed necessary for the safe and proper use of the facilities.
16. All federal, state and local laws and rules of police and fire departments must be complied with by the organization using the building.
17. All decoration used within the facility must be fireproof, in accordance with the National Fire Prevention Association guidelines, and are subject to the approval of the Assistant Director of Enterprise Funds. No open flame decoration shall be permitted, and no decorations shall be fastened to the floor, walls or ceilings with nails, screws, scotch tape, wax or other fasteners that will damage the finish of the building surface.
18. The District shall provide caretaker service and the facility and/or equipment shall be under the supervision of the Caretaker and/or Event Supervisor. The District shall determine the caretaker assignment for all facility use.
19. The District may assign an Event Supervisor to oversee the facility rental event at its discretion. A fee will be assigned accordingly.
20. The Individual/Group/Organization is responsible for reading the Fort Bend ISD policies GKD (Legal), GKD (Local) and GKD (Regulation) prior to using a Fort Bend ISD facility. Failure to adhere to Fort Bend ISD policies and procedures may result in forfeiture of the current utilization and future use of District Facilities.
21. The Facility Use Agreement is not valid until confirmation from the District Enterprise Funds Department is provided.
22. Charges for an event are assessed from the time the facility is opened for the event until it is cleaned and secured. In the event of a no-show, a two-hour minimum fee plus any expenses incurred by the District in arranging for the use of the facility as per the Agreement will be charged.
23. It is understood that the estimated cost incurred under this Agreement will be prepaid by the organization upon execution of contract. Should the facility be used for time or manner exceeding that specified in the Agreement, an extra fee for the actual cost of additional use will be assessed and billed to the organization. Additional fees incurred by this agreement shall be paid to Fort Bend ISD within (10) days of the invoice.
24. Failure to pay an invoice on time will result in immediate cancellation of all future contracts. All past due accounts may be turned over to a collection agency.
25. The Assistant Director of Enterprise Funds must authorize any changes to the Agreement. Changes must be requested by the renting organization in writing within 72 hours of the event. Direct contact with the campus regarding changes is prohibited.
26. All terms and conditions are governed by Board policies GKD (legal), GKD (Local) and GKD (Regulation) as they now exist or may hereafter be amended. In the event of any conflict between the terms and conditions of this Agreement and Board policy, Board policy will control.
27. The Maker must schedule all site visits and discuss all event details with the Enterprise Funds Department. In order to preserve the schools focus on education, direct contact regarding facility use with the campus staff is prohibited.

Printed Name of Maker	Printed Name of Athletic Administrator
Signature of Maker	Signature of Athletic Administrator
Date	Date
Please return to: Carmen.torres@fortbendis.com	

FOR INTERNAL USE ONLY			
___ APPROVED      ___ DENIED	RESERVATION #	PAYMENT RECEIVED:	INSURANCE
_____ Assistant Director of Enterprise Funds  _____ Date		CHECK # _____ DATE: _____ BY: _____	RECEIVED AND FILED WITH CONTRACT  DATE: _____ BY: _____
REASON FOR DENIAL:		CONTACTED ORGANIZATION WITH CONFIRMATION:	
		DATE:	BY:

\*\* The next page contains the fees assessed in accordance to this Agreement, due upon execution of the Agreement.