



Facility Use Guidelines

2021/2022

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RESERVATION GUIDELINES

Facility Use for Non-School Purposes

The Board of Trustees permits and encourages the use of District facilities in a manner that best serves the needs of the District community within the laws, rules and regulations that govern the operation of a public independent school district.

For clarification purposes in this document and the corresponding policies, regulations or forms, the term “Fort Bend ISD group” is defined as school groups such as FBISD athletic teams, National Honor Society, and other school-related groups. A “non-Fort Bend ISD group” is defined as all other groups regardless of classification.

Availability

District Administration has the authority to cancel a non-school use of its facilities if, but not limited to, an unexpected conflict arises with a District activity, there is a campus or District crisis, there is a maintenance failure that would render the facility unusable or if weather conditions prohibit the opening of the facility. District athletic fields and school grounds are not available for use if heavy rains have occurred within 48 hours prior to a scheduled event. Currently, the District only allows use of the Middle School and High School athletic fields.

All persons or groups that have had an event cancelled by the District that would like to reschedule must do so by accessing the District’s online facility rental system, Facilitron. There are no verbal negotiations or approvals for “make-up” days.

Rental Contract Approval

All non-school use of facilities, including athletic fields and school grounds, must be reserved by accessing the District’s online facility rental system, Facilitron. To qualify, the following apply:

- all accounts must be in good standing
- all insurance requirements must be met
- no prior issues with conduct, misuse of facilities or damages to facilities

Reservations

Groups or organizations considering rental of one or more of the District-wide facilities must use Facilitron. The reservation process is user friendly and efficient. Renters will be able to access photos and descriptions, see real-time availability, get estimated quotes, and pay online.

Renters can view and request all district facilities at <https://www.facilitron.com/fbisd77479> or go to the Fort Bend ISD website / Community / Facility Rentals. Although the process of requesting/approval/management of facility use is now digital, what is implemented on Facilitron remains the same as dictated by Fort Bend Independent School District's board policies on facility use. Fort Bend Independent School District's administrative staff will make final decisions on all facility use requests.

Facilitron will assist with the set-up of organizations and user accounts, including verification of non-profit status (if applicable). Please note at this time Fort Bend Independent School District does not distinguish between a non-profit and a for-profit organization regarding rental fees. Facilitron will also collect payment and proof of insurance (certificate of insurance) on Fort Bend Independent School District's behalf. Payments can be submitted conveniently on Facilitron. Payment options include major credit cards, checks, ACH/eCheck, and Paypal. Proof of insurance (certificate of insurance) can also be conveniently uploaded into the system.

Moving forward, the only way to request use of a district facility is by creating a Facilitron account and submitting a request online. If you need assistance setting up an account and/or submitting a facility use request, you can contact Facilitron directly at support@facilitron.com, by calling them at 800-272-2962 ext. 1, or by visiting their website at <https://support.facilitron.com/support/home>.

All requests for facility rental by non-Fort Bend ISD groups can begin submitting their facility use requests as follows (unless otherwise communicated):

- Fall Sports – First day to submit requests is July 2
- Spring Sports – First day to submit requests is November 2
- Summer Sports – First day to submit requests is February 2
- Facilities, to include athletic areas, will not be available for reservation July 1 – July 31 each year in order to allow for a “resting period”.
- Requests for Baines and Thornton Middle Schools and Ridge Point High School for football and track will go through SPLID. For more detailed information, please contact FBISD Facility Rental Coordinator.

The new electronic reservation process for all District facilities is as follows:

1. The individual requesting the facility must create an account through Facilitron and/or log into Facilitron to submit the request.
2. Once the selections are made, the request will be routed to the appropriate district officials with the final approval or denial being with the Assistant Director of Enterprise Funds typically within 3 to 7 business days.
3. Facilitron will calculate your selections and provide you with an immediate estimate of your rental request.
4. If a multiple month-use contract is approved for your group, the full estimated monthly payment amount must be paid for the upcoming month by the 1st of each month prior to that month's use. If the payment is not received at least seven (7) days prior to the first scheduled day of use, the reservation will be cancelled for nonpayment. Adjustments based on usage will be billed in the following month.

5. If a renter has a balance for whatever reason, or has not paid first month's rent prior to the date of use the renter will not be permitted access to the premises.
6. Renter must upload a certificate of general liability insurance with per occurrence limits of at least one million dollars and with the district as co-insured party prior to facility use. Facilitron will verify your insurance. If your insurance is not verified within seven (7) days of your use date, your reservation will be cancelled.
7. A request that is for an athletic facility (outdoor or indoor) will route first to the Office of the Director of Athletics (for District Athletic facilities) and the campus principal or their designee (for High School and Middle School athletic fields) for approval to use their campus, then to Enterprise Funds for final approval.
8. A request that is for an indoor rental space will route first to the campus principal or their designee (for High School, Middle School and Elementary School) for approval to use their campus, then to Enterprise Funds for final approval.
9. If the concessions are requested, the request will route to the Office of the Director of Child Nutrition for approval and scheduling of CND staff supervisor and the campus principal or their designee for approval to use their campus. The Office of Enterprise Funds should notify the applicant that costs for kitchen facilities are not included in the estimates.
10. The renter will receive email notifications from Facilitron that notify them of the status of their reservation request.
11. The Enterprise Funds Department will make available on the Facility Rentals webpage via the District website, a copy of Board Policy GKD(LOCAL) and current fee schedule
12. A non-refundable \$25 administrative fee applies to each rental reservation submitted for use.
13. ALL renters pay at least the \$25 Processing Fee up front. The \$25 Processing Fee is non-refundable, but can be credited towards the rental if approved. Any request submitted without the \$25 payment will be immediately declined. To only pay \$25 non-refundable fee when you submit your request do the following:
 - a. Select the "pay by mail" option
 - b. Call Facilitron to ensure the payment processed accordingly

Approval to use District facilities, when made available, will be based on first-come, first-served basis. The District shall have first priority of facility use and may cancel any agreement of any facility prior to the event if the District determines that it must use the facility for a function directly related to the operation of the District. The District also reserves the right to adjust or restrict the hours of use by any group or organization in order to accommodate a function directly related to the operation of the District or to accommodate the greatest number of requests.

The use of facilities is restricted to participants or guests associated with the organization/event that have not been authorized by the District. Subleasing is prohibited.

Payment of Fees

Rental fees must be paid in accordance to policy and will only be reimbursed as outlined in the cancellation provisions.

Seven (7) days prior to an event, the group/organization will be responsible for paying the estimated fees associated with the facility rental and cost of the services as established in GKD (LOCAL) and the Nonschool Use of School Facility Handbook. Possible charges include, but are not limited to, field custodians, child nutrition, traffic control, security, equipment and maintenance employee services. Any required deposits that are paid, will be applied toward the final charges for the event.

If fee adjustments are necessary to your account due to changes in your rental, they will reflect on your Facilitron rental reservation as such. Payment will be due within seven (7) business days of the date of the invoice. If your group/organization rents on a long-term basis, for two (2) or more months at a time, you must pay on or before the first of the month through Facilitron for that month's use, *i.e. Reservations for multiple dates in September would require payment for those reserved dates on or before Sept 1, and so until the end of your approved use request*. Failure to make payment will result in cancellation of future dates in that reserved series and possible denial of all future use if the payment status remains delinquent. In the event that the actual charges are less than the estimate, the group/organization will be reimbursed the difference no later than thirty (30) business days following the use of the facility.

Rental fees will be charged based on facility or facilities being rented, and employee service charges as specified in the GKD (LOCAL) and the Nonschool Use of School Facility Handbook as applicable. The fees are based on a two-hour minimum (unless otherwise stated). After the two-hour minimum, any portion of an hour beyond fifteen minutes will result in the organization being billed for a full hour. To avoid additional fees, customers are encouraged to conclude their activity on time and depart.

Fee Waiver Requests

The district abides by the Texas Constitution code Art. III, § 52(a) which states, "Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company".

If your group/organization requests a waiver or reduction of fees, a waiver request form (*Exhibit D*) must be submitted along with at least one (1) reference letter from the campus administrator and/or head coach. You can access the form on FBISD's Home Page then the Community Tab and then Facility Rentals. The request form outlines the quantified value that your group/organization intends to bring to the district/campus/students. The Enterprise Funds Assistant Director will evaluate the information and submit a recommendation to the CFO for review and a decision.

Employee Services

The Enterprise Funds Department will determine the minimum number of staff members necessary. It is important that you provide the information used to make this determination in your Facilitron reservation request (type of activity, set-up and anticipated number in attendance).

Facilities Use Event Supervisor

The Enterprise Funds department requires each organization or group approved for a large event, i.e., tournaments, track meets, bowl games, festivals, recitals, conferences etc. will have a FBISD Event Supervisor assigned to your event to oversee and engage with your organization as the District's lead person at the rate of \$40 per hour. The Event Supervisor's role is outlined in *Exhibit A*.

Designated Holidays and Non-Instructional Day Use

District facilities will be closed on official District holidays unless permission is granted otherwise by the Enterprise Funds Department:

New Year's Day
Martin Luther King Day
Good Friday
Easter Sunday
Memorial Day
Independence Day (July 4 and specified weekday as applicable)
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

If permission is granted for use, all employee service hours worked on designated holidays will be billed at a holiday premium rate equivalent to two times the rate specified as employee fees on the District Facility Use Fee Schedule.

District facilities operate with a regular staff and schedule on the instructional days designated on the District's instructional calendar. On non-instructional days, access to facilities may be limited due to changes in custodial hours and staff on these days.

Insurance

Groups or organizations shall maintain, at their sole cost and expense, comprehensive general liability insurance from a company authorized to do business in the State of Texas in which the group or organization is named as the insured and Fort Bend ISD is named as an additional insured with limits that meet or exceed those established by the District Risk Manager for the period of time set forth in the Facility Use Terms and Conditions agreed to when a reservation has been submitted. The insurance policy must reflect that it is primary and not secondary or contributory with any insurance maintained by the District and may not be canceled prior to the conclusion of the term of the Facility Use Agreement. Cancellation of insurance shall also cancel the Facility Use Agreement until proof of insurance can be provided to the District. Each insurance policy must require that the insurer send notice

to the District thirty (30) days in advance of cancellation, thirty (30) days in advance of nonrenewal and thirty (30) days in advance of any material change. The policy must also include coverage for bodily injury including death and property damages, deprivation of civil rights or liberties, defamation of character, libel, slander, and other similar causes of action. The group or organization must waive any right of subrogation against the District in connection with any insurance proceeds received by or due to the District. The Certificate of Insurance shall be submitted by the group or organization no less than ten (10) business days prior to the event. Groups or organizations should understand and agree that if it fails to provide timely evidence of such insurance sufficient to provide primary insurance coverage to the District for all risks and limits described, the District will prohibit use of the facility and any deposit will be forfeited without waiver of the District's right to recover any other damages for such breach.

Requirements for insurance limits of liability are listed on the District website.

Required Conduct

All persons or organizations using District facilities shall: [GKD]

1. Conduct their business in an orderly manner.
2. Abide by all laws and policies, federal, state and local, including but not limited to those that prohibit the use, sale, or possession of alcoholic beverages, illegal drugs, tobacco products, e-cigarettes and firearms on school property, and rules of local police and fire departments.
3. Make no alteration, temporary or permanent, to District property without prior written consent from the Superintendent. All decorations used within District facilities shall be subject to the approval of District officials. No open flame decorations or devices shall be permitted.

Use of FBISD Equipment

The District allows organizations the use of certain equipment for a \$50 flat fee. All equipment use requests should be indicated on the reservation request and a coach and/or campus administrator must agree to the use before Enterprise Funds will approve the agreement. The use of equipment is always at the discretion of the coach and/or campus administrator. The equipment that will be available for use is as follows:

- Mats
- Balls
- Bats
- Nets
- Hurdles

At the District's discretion equipment strictly prohibited for public use are as follows:

- Ice Machines
- Gators/Mules
- Computers
- AV equipment
- Mowers
- ATV's

Turf Guidelines

Please contact the Facility Rental staff at 281-634-5568 during business hours if there are painting or mowing needs at the athletic field(s) being used for your event. The Enterprise Funds Department will coordinate such requests with the Maintenance department. The Maintenance department reserves the right to refuse any special requests of this nature. If requests are fulfilled, the Facility Rental department may assess any additional fees required for such. The District asks that all persons or groups refrain from inserting stakes or any other material into the fields or grounds. Damage caused by any infraction of this nature will be charged to the renting organization. Please do not park trailers or vehicles on the tracks, in-zones or sidelines. ALL vehicles shall be parked in appropriate parking spaces in the parking lots.

The District field mowing and field painting schedules can be found in this document and on the Facility Rentals webpage.

The following list of items is strictly prohibited and applies to all renters and their event spectators for turf maintenance. There will be NO...

- Chewing gum
- Sunflower Seeds
- Tobacco
- Open Flames
- Metal Cleats
- Golf/Chipping
- Drinks & Food

Safety

Parking – Please help us keep our school and kids safe. Illegally parked vehicles may impede medical emergency access. Do not be responsible for any delays; it could be for your child or family member. Please do not park in fire lanes, by fire hydrants, in handicap spaces or in accessible routes, or block driveways. All groups using any Fort Bend ISD facilities or FBISD athletic fields or school grounds are responsible for keeping all emergency access clear at all times. **Fines for violations may be up to \$500. Towing may incur a fee up to \$150.**

Lightning Emergency Plan – All persons or organizations using Fort Bend ISD athletic fields or school grounds must adhere to the Fort Bend ISD Lightning Protocol. The Protocol can be located on the FBISD website at <http://www.fortbendisd.com/Page/769>, which includes vacating premises when the Telvent warning system is activated.

Heat – Please remind your participants to stay hydrated, take frequent breaks and seek medical attention if they experience symptoms of heat-related illness such as dizziness, weakness, headache, vomiting or muscle cramps.

Criminal Background Checks – Fort Bend ISD reserves the right to process individuals through the Raptor Visitor System and refuse any individual who is a registered sex offender to access our school facilities.

Inflatables, Amusement Rides or Tents – None are allowed on Fort Bend ISD property without prior approval from the Fort Bend ISD Director of Enterprise Funds.

Outdoor Water Play – Outdoor water play is not allowed on Fort Bend ISD property without prior approval from the Fort Bend ISD Director of Enterprise Funds.

Conflict – In the event that there should be any conflict among your organization and another or a community member as to who has rights to the field at a given period in time, please contact the FBISD Police Department for assistance.

Security – All persons or groups using Fort Bend ISD fields or grounds must comply with the security requirements of the contract. District police officers shall be hired to provide crowd control for recreational activities having more than 50 attendees, including spectators. You are responsible for monitoring attendance at your event and obtaining additional officers as needed. The parking fee will be determined on a case-by-case basis.

Pits, Fryers, Etc. – Allowed only if proof of insurance is received and General Liability insurance has ‘Damage to Rented Premises’ of no less than \$500k, as outlined in the District’s insurance requirements. These items are only permitted on concrete near the concession area or parking lot. These items **ARE NOT PERMITTED** on the tracks or grass areas.

Event Emergency Planning

Not every planned special event runs as scheduled. Some incidents occur that are beyond our control. To ensure the safety of our community and visitors, each of us has the responsibility to protect and minimize the impacts of an emergency at planned events.

Develop an Emergency Plan for your event using the form provided at the end of this document. Please return a copy to the FBISD Enterprise Fund Department. *See Exhibit C*

Pest Management Plan

Use, possession, or storage of any pesticide or herbicide on any Fort Bend ISD property is prohibited as required by law. Violating any federal, state or local laws or regulations will result in forfeiture of future activities on school property and may incur **a fine up to \$5,000**.

Signage

No signage is allowed inside or outside Fort Bend ISD facilities without prior authorization of the Assistant Director of Enterprise Funds.

Temporary Food Permit

Any serving of food at events must be in compliance with the City of Houston, City of Sugar Land, City of Missouri City, or Fort Bend County ordinances. A temporary food permit may be required for your event. Please visit <http://www.sugarlandtx.gov/index.aspx?NID=452> for guidelines and the permit application for locations within the Sugar Land city limits OR <http://www.missouricitytx.gov/index.aspx?NID=255> for guidelines and the permit application for locations within the Missouri City limits OR

https://www.houstontx.gov/health/Food/mobile_food_units.html for locations within the Houston city limits OR <https://www.fortbendcountytexas.gov/government/departments-environmental-health/forms-permit-applications>. Our office is not responsible for coordinating your permitting with the City/County(s). *Rental patrons are required to provide a **copy of the permit** to our office.*

Food Trucks

Organizations must indicate in the Notes/History section of their Facilitron reservation request the intent to use food trucks at their events. The organizations must use FBISD approved food truck vendors. The Approved Food Truck Vendor list is located on the FBISD website under the Community tab, then Food Trucks. If the organization would like to have a vendor participate that is not on the approved list, that vendor will need to register online and go through the registration process before they are permitted to participate. Failure to do so could prohibit use of FBISD facilities. A \$25 flat fee will be assessed to the Organization – per truck that is not approved. Food trucks are strictly prohibited on District property without prior authorization of the Enterprise Funds Department. Unauthorized food truck activities are not permitted during school hours under any circumstance.

Responsibility for Damages

District facilities are designed for educational purposes and for that reason we ask all those who we share our facilities with to do so in a way that preserves their condition, providing a safe and healthy place for our children to learn. We ask that you please help us by placing trash in appropriate receptacles, be considerate of other patrons and avoid any activity that could damage or alter school property. All persons or groups using District facilities are expected to leave them in the same order and cleanliness as found. Also, please be sure to remove all personal property immediately at the conclusion of your scheduled event – items cannot be stored on District property. The assigned custodian(s) is the District liaison, providing general cleaning services – they are not present to continuously collect trash from seating, sidelines, fields or parking lots.

All groups and organizations reserving or renting District facilities will be held responsible for any damages to District property during their use. The individual or group using the building or facility will be responsible for restoring the facility to its original and equivalent condition. The Executive Director of Maintenance and Operations or the Assistant Director of Enterprise Funds has sole authority to make this determination. The Executive Director of Maintenance and Operations or the Assistant Director of Enterprise Funds shall also have the authority to determine the amount and extent of damages to be assessed.

Termination of Contract(s)

Violation of any term of District policy or procedures regarding the use of facilities may result in immediate termination of your rental contract, without refund, for the remainder of the school year. [GKD]

Termination of Rental Privileges Appeal Process

Renters can file a formal complaint and/or file an appeal challenging decisions made by District staff if they reside or their organization is located within the FBISD school zone boundaries. The District Board policy that governs Public Complaints is GF (Local). They must complete the Level One complaint form first. Once received an Authority is assigned to rule on the complaint. If the decision is not acceptable to the Renter, they can submit a Level Two appeal form. If the decision is still not acceptable, they may do one final appeal to the District Board of Trustees. (See Exhibit J)

Disclaimer

The District is not liable for any personal injury or damages to personal property related to non-school business use of its facilities, athletic fields and school grounds. Use of District buildings or equipment shall constitute acknowledgement that the person or organization shall be responsible to the District, its Board members, employees, or agents for all damages to the building or equipment and shall indemnify and hold harmless the District, its Board members, employees, or agents from any claim whatsoever resulting from or arising out of the use of the building or any part of it. [GKD]

Contact Info: Carmen Torres, Facilities Coordinator - 281-634-5568
carmen.torres@fortbendisd.com

Genyne Vinson, Assistant Director of Enterprise Funds - 281-634-3327
genyne.vinson@fortbendisd.com

After Hours: Fort Bend ISD Police Department - 281-634-5500

Addendum - COVID-19 Guidelines for Indoor and Outdoor Facility Usage

The guidelines in response to the COVID-10 pandemic are necessary to ensure the safe utilization of the District's properties while protecting the health of our staff, students and rental participants. These requirements will be clearly communicated and updated regularly on our District website and through the Facilitron website. All renters will be required to agree to the terms and conditions in order to complete their facility use request on Facilitron. Failure to comply shall result in denial of future rental requests. (See Exhibit G)

Addendum – Community Partner Food Distribution Guidelines

Community organizations and members who wish to host food distributions in partnership with the Houston Food Bank or other designated food vendors on a Fort Bend ISD campus must adhere to the guidelines provided below.

Planning & Logistics

Scheduling

Step 1: Host organization requests to schedule a food distribution at least two weeks in advance. All inquiries should be directed to the Executive Director of Collaborative Communities, Payal Pandit Talati by email at Payal.Pandit@fortbendisd.com or phone at 281-634-1112.

Step 2: Collaborative Communities will assess scheduled food distribution events to prevent conflicts and determine if there is sufficient District support available to meet the request.

Step 3: Collaborative Communities will contact Fort Bend ISD Police Department to assess police officer resource capacity. Please note the following:

- Police presence is required for any event on a District property to effectively manage traffic control.
Note: It is recommended that there is a minimum of four (4) police officers per 500 cars.

Step 4 (a): If there are no conflicts and there is District support available for the event, Collaborative Communities will contact interested host organization with the next steps to confirm the event.

- As part of the process to confirm a distribution, the host organization will submit email confirmation from the Houston Food Bank (or other vendors as appropriate) to the Executive Director of Collaborative Communities at least one week in advance of the scheduled distribution date: The following information must be included: Date, time, and expected number of families that will be supported. Note: If this completion paperwork is not submitted, the District will be unable to provide support.

Step 4 (b): If there are conflicts and/or insufficient District support, the host organization will need to need to submit a request via the District Facilitron platform.

Food Distribution Expectations

Supplies

- Host organization must provide tables, tents and water for food assembly and volunteers.
- If a forklift is needed to remove food product from a mobile truck, it must be provided by the host.

Volunteers

- Maximum number of volunteers allowed is 25 (this include lead organizer) due to physical distancing protocols. Volunteers must be at least 15 years of age or older.

Clean-Up

- After the conclusion of the event, trash must be removed by the host from the property or put into the dumpster/s on site.

Health & Safety Expectations

- Host organization must provide gloves, masks and hand sanitizer to volunteers.
- District safety protocols must be followed (e.g., masks and gloves must be worn at all times during the distribution).
- All tables must be wiped down with cleaning wipes before and after the distribution.
- At least 6ft of physical distance must be maintained between volunteers at all times.

Note: Health and safety protocols may be adjusted based on recommendations from the Centers for Disease Control and other health officials. Adjustments will be updated in this communication and sent to partners.

EXHIBIT A – Event Supervisor Responsibilities

TYPES OF EVENTS

Cafeteria Events: Churches, Banquets, Meetings, Boy Scout Events

Supervisor's Responsibilities:

- ✓ Identify the person in charge.
- ✓ Become familiar with light switches, screen, controls, and microphone location.
- ✓ Help with setup regarding school equipment. (It takes two adults to operate cafeteria tables.)
- ✓ Group may use one corded microphone, podium, screen. No other District electronic equipment may be used.
- ✓ Do not assist with setup or removal of group's property.
- ✓ Remain in area.
- ✓ Advise group representative if problems arise.
- ✓ Monitor restroom areas and ensure they remain stocked.
- ✓ Room must be ready for the following school day, with everything returned to its proper place (Event Supervisor to work with custodial staff assigned to the event).
- ✓ Lock up and make certain building is empty.
- ✓ The last person sets alarm (supervisor or custodian).

Gym Events: League Practices, Games, Individual Practices, Tournaments

Supervisor's Responsibilities:

- ✓ Identify the person in charge.
- ✓ All district athletic equipment, bleachers, scoreboards, must be set up and taken down by trained supervisor. When specific setup is required, it will be added to the group's reservation on Faciitron.
- ✓ Ensure that group is not using equipment that the district regards as "unavailable".
- ✓ Stick to the schedule regarding performance and auxiliary gyms.
- ✓ Verify group and coach and inform Facilities Use if you suspect unauthorized usage. Question group as much as necessary for verification.
- ✓ Check floor conditions. Dust or wet mop areas if needed.
- ✓ Group has no access to dressing rooms, ice machine, concession stands and phones.
- ✓ No food or drink is allowed in gyms.
- ✓ Scoreboard equipment is not available for practices – only scheduled league games and tournaments.
- ✓ Lock up and make certain gym area is empty.
- ✓ The last person sets alarm (supervisor or custodian).
- ✓ Police Officers are scheduled for all basketball tournaments.

- ✓ Individuals 16 and over may work score clock.
- ✓ Custodians are required for all games and tournaments. Notify Enterprise Department if custodians are not scheduled.
- ✓ Group is responsible for trash clean up.
- ✓ No ball bouncing/dribbling in hallway.

Pool Events: Swim Team Practice

Supervisor's Responsibilities:

- ✓ Identify the person in charge.
- ✓ Familiarize yourself with posted emergency procedures and pool rules.
- ✓ Check water chemicals and temperature upon arrival. Close pool if necessary, and call the Police Department about closure.
- ✓ Assist in placing lane lines if necessary.
- ✓ Log in group and count the number of swimmers.
- ✓ Unlock only one set of doors, and monitor that area at all times. Do not allow doors to be propped open.
- ✓ Group is not allowed access to coaches' office, swim equipment or time clocks.
- ✓ Monitor dressing rooms.
- ✓ Swim team is responsible for supervision of swimmers.
- ✓ Lock up and make certain pool area is empty.
- ✓ The last person sets alarm (supervisor or custodian).
- ✓ Wrenches should be located in the white box to tighten lane lines.
- ✓ Group is responsible for cleanup and lost and found.

Football Fields

Supervisor's Responsibilities:

- ✓ Identify the person in charge.
- ✓ Arrive early enough to setup and familiarize yourself with down markers, line markers, scoreboard, lights, press box.
- ✓ Make certain trashcans have liners and are available for use.
- ✓ Grounds Department will determine if weather conditions prohibit use on weekdays. If field conditions deteriorate after hours or on a weekend, the supervisor determines playability.
- ✓ If dangerous weather begins, work with game officials to clear the area temporarily or for the rest of the day. Group members should take shelter in their vehicles. Shelter is not provided indoors for field users unless extreme weather appears suddenly (EX: tornado).

- ✓ Cleanup is the responsibility of the group. Make certain fields are cleaned up before the group leaves, and that trash bags are secured.
- ✓ Report to Facilities Use Office if grass is not mowed, ground conditions are unplayable, or field marking is not visible.
- ✓ Lock up and make certain field is empty.
- ✓ By 2:00pm, Facilities Use Department will notify supervisor and group of field closing.
- ✓ Turn off field lights.

High School Tracks

Supervisor's Responsibilities:

- ✓ Arrive early enough to set up and familiarize yourself with areas being used. Find the light switches – access to these may require a security code for that school.
- ✓ If hurdles or starting blocks have been left out, move it to an area not being used by the group, and **make sure that they do not use.** (Practice hurdles are supposed to be brought in by the track group and removed after practice.)
- ✓ Groups can use long jump pit, shot-put & discus rings, high jump and pole vault pits and standards – but they must provide the crossbar if needed.
- ✓ Make certain trash cans have liners and are available for use, and that restrooms are stocked and clear of debris – CUSTODIANS ARE NOT ASSIGNED FOR TRACK USE EXCEPT DURING LARGE COMPETITIVE EVENTS.
- ✓ Identify the person in charge of group, and make sure they are aware of policies, and that everything they need is open.
- ✓ If dangerous weather begins, work with group representative to clear the area temporarily or for the rest of the day. Group members should take shelter in their vehicles. Shelter is not provided indoors for track users unless extreme weather appears suddenly (EX: tornado)
- ✓ Ensure that no other persons or groups enter the area during this reserved time.
- ✓ FOOTBALL FIELD INSIDE THE TRACK IS NOT AVAILABLE FOR USE. NO BICYCLES, ETC. ON THE TRACK.
- ✓ Cleanup of trash is the responsibility of the group. Make certain area is clean before the group leaves, and that trash bags are secured.
- ✓ Check restrooms and other areas used, and lock before leaving.
- ✓ Lock up all gates.
- ✓ Turn off field lights.

EXHIBIT B – Grounds Schedules

ATHLETIC FIELD AND SCHOOL GROUNDS SCHEDULES

MOWING	PAINTING
<u>Game Fields</u> Monday Tuesday Wednesday <u>Practice Fields*</u> Wednesday Thursday Friday *After all game fields have been completed	<u>All Fields</u> Monday – Friday <ul style="list-style-type: none">• All fields are subject to weather conditions that may cause FBISD to paint as needed.• All game fields get painted 3 times a month• Practice fields get painted 2 times a month

***This schedule is subject to change. Any schedule updates will be posted on the Facility Rentals website.**

Schedules may be delayed during times of inclement weather. Please contact the Enterprise Funds Department with any field needs.

Rental Contact Info:

Carmen Torres, Executive Assistant
281-634-5568
carmen.torres@fortbendisd.com

Genyne Vinson, Assistant Director of Enterprise Funds
281-634-3327
genyne.vinson@fortbendisd.com

Rental After Hours:

Fort Bend ISD Police Department
281-634-5500

Athletic Grounds Contact:

Marlon Lara, Grounds Supervisor
281-634-5546
marlon.lara@fortbendisd.com

EXHIBIT C – Rental Fees and Terms & Conditions

Athletic Facility Rental Rates

ATHLETIC FACILITY	HOURLY RATES - Rental	HOURLY RATES - Lights	FLAT RATE – Scoreboard/Press Box
Baseball/Softball Fields	30	20	80
Mercer Stadium	195	125	80
Wheeler Field House	85	50	80
Hall Stadium	195	125	80
Hopson Field House	85	50	80
Old Kempner Stadium	50	20	80
Old Kempner Track	55	20	80
High School Football Competition Field	30	20	80
High School Track	55	20	80
High School Tennis Court	20	10	0
Middle School Football Competition Field	30	20	80
Middle School Track	55	20	80
Middle School Tennis Court	20	10	80

Campus Rental Rates – Hourly (2-hour minimum)

	High School	Middle School	Elementary School
COST RECOVERY	30	20	35
Auditorium	275	N/A	N/A
Band Hall	N/A	N/A	N/A
Cafeteria / Commons	110	100	85
Choir Hall	N/A	N/A	N/A
*Classroom	30	20	35
Computer Lab	N/A	N/A	N/A
Conference Room	N/A	N/A	N/A
Dance Room	N/A	N/A	N/A

	High School	Middle School	Elementary School
Grounds (playground, open	N/A	N/A	N/A
Gym	90	85	85
Hallways	N/A	N/A	N/A
Kitchen	N/A	N/A	N/A
Library	N/A	N/A	N/A
Lobby	N/A	N/A	N/A
Music Room	N/A	N/A	N/A
Parking Lot	25	25	25
Theatre / Stage	N/A	N/A	N/A

RED = rented at the discretion of Enterprise Funds

EMPLOYEE SERVICE RATES – Hourly (2-hour minimum)

Employee Service Rates apply to renters (*currently under review)

Event Supervisor	\$40
Natatorium Supervisor	\$40
Custodian Indoor Events* / Athletic Outdoor Events*	\$40 / \$25
Holiday Premium Custodian Rate	\$80
Food Service Employee	Variable
Maintenance / Grounds Employee	N/A
Auditorium Lights & Technician / Student	\$40 / \$25
Lifeguard	N/A
Police Officer	\$40
Wellness Monitor	\$40

Required Deposits

Deposits apply to all Renters

Non-refundable processing fee	\$25
Refundable kitchen/concession deposit	\$500

Other Fees That May Apply

Fees apply to all Renters

Setup Fee (outside of normal request)	\$25
Non-Compliant Food Truck Fee	\$25
COVID-19 Sanitation Fee	\$60

A flat rate will be assessed for the following (applies to all groups / organizations that requests use):

Scoreboards/Press Box – All fields, field houses \$80 / flat

Scoreboards – High/Middle School gyms \$80/flat

Fees are subject to change and are determined at the sole discretion of the District. There are no exceptions to fees.

FORT BEND INDEPENDENT SCHOOL DISTRICT

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 (the "District" or "Fort Bend ISD") from and against any and all claims, demands, causes of action, or other litigation (including all costs 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, its or their guest, employees, supervisors, vendors and agents whether resulting from the performance of its obligations under this Agreement or the quality or safety of the programs used and/or the equipment or property of the User, 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 User 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 User 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 and/or unless otherwise permitted by law – i.e. by a peace officer), illegal drugs, alcoholic beverages, and pyrotechnics (including fireworks) and the use of tobacco products and e-cigarettes on any District property are prohibited.
7. The use, possession, or storage of any pesticide or herbicide on any District property is prohibited.
8. Food and drinks, including Food Trucks, are subject to Enterprise Funds Department prior 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. No signage may be posted 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. User shall be held liable with any contracting organization that might be represented by the User for payment to the 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. User shall 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. 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. User is responsible for furnishing ushers, ticket takers, parking attendant or law enforcement officers. Recreational activities with 50 or more persons in attendance shall employ Fort Bend ISD police 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.
15. All federal, state and local laws and rules of police and fire departments must be complied with by the User.

16. 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.
17. 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.
18. 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.
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 Facility Use Agreement is not valid until confirmation from the District Enterprise Funds Department is provided.
21. 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.
22. It is understood that the estimated cost incurred under this Agreement will be prepaid by the User. 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 User. Additional fees incurred by this agreement shall be paid to Fort Bend ISD within (10) days of the invoice.
23. 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.
24. 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.
25. All terms and conditions are governed by Board policies GKD (legal), GKD (Local) and GKD (Regulation) as they now exist or may be amended. In the event of any conflict between the terms and conditions of this Agreement and Board policy, Board policy will control.
26. User 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.
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.

EXHIBIT D – Fee Waiver Request Web Form

https://form.jotform.com/FBISD_EnterpriseFunds/rental-fee-waiver-request

Facility Rental Fee Waiver Request

Fill out the form to request a fee waiver or discount

Group/Organization Name *

Requestor Name *

First Name

Last Name

E-mail *

ex: myname@example.com

Phone Number *

Area Code

Phone Number

Type of Business *

Describe what you are doing for the students/campus/community: *

List all campuses and student groups you are working with: *

Include the names of Administration personnel you are working with.

Describe in detail the contributions you make to the students/campus/community and quantify in dollar amounts the impact of the contributions.

Please upload reference letters from campus administrator(s) and/or coach.

Browse Files

Additional Comments

SUBMIT

CLEAR FORM

PRINT FORM

EXHIBIT E – Event Emergency Planning

Facility Rentals Event Emergency Planning

PLAN

If an incident occurs during your event, it has the potential to affect the safety of all attendees. The Event Leader should have the FBISD Police Dispatch number (281-634-1721) and have his or her phone on during the event.

Evacuation: You may be asked to evacuate for a number of reasons, including fire, fire alarm, flooding, power outage etc. Designate a primary and secondary assembly location.

Shelter-in-Place: Review the shelter in place guidelines below. Walk through your venue and based on your location and the numbers of attendee, determine what your shelter in place plan is.

Unwanted Guest Procedure: Create a code word that is to be used to advise others that there is an unwanted person at your event. Guidelines are included in this document.

Conduct a pre-event briefing among your event team members. Review the following:

- Details of the venue, including entrances and exits, number of people attending, and specific information about the audience/attendees (ages, special needs etc).
- Evacuation and shelter-in-place plans.
- Code Word (for Unwanted Guest protocol.)
- Clear direction on unacceptable behavior.
- Potential weather issues. If inclement weather is expected, assign someone to monitor it. Determine a communications structure for severe weather or tornado warnings. Also, determine who may need assistance evacuating and who may assist them (adults with children, or the elderly).
- Details on emergency communications plans
- Details on medical plans (if an attendee gets sick). Location of first aid kit: _____

Evacuation

You may be asked to evacuate for a number of reasons, including fire, fire alarm, flooding, power outage etc. Designate a primary and secondary assembly location.

In the case of fire and/or fire alarm

- Contact your organization's event leader
- Immediately pull the nearest fire alarm pull station as you exit the building.
- When evacuating the building, be sure to feel doors for heat before opening them to be sure there is no fire danger on the other side.
- If there is smoke in the air, stay low to the ground, especially your head, to reduce inhalation exposure. Keep a hand on the wall to prevent disorientation and crawl to the nearest exit.
- Go to your refuge area and await further instructions from emergency personnel.
- Treat every fire alarm as an emergency. If the alarm sounds, exit the building immediately.

In case of flooding

Determine how best to protect your group based on the type of flooding.

- Evacuate if told to do so.
- Move to higher ground or a higher floor.
- Stay where you are.
- Call for help

In case of power outage

- Wait for custodian to assist with the lights
- Keep your group together and accounted for
- Call FBISD Police Dispatch to report outage if not resolved with the help of the custodian

Whom to Contact

In order to ensure that the proper authorities are notified of the need to evacuate, when the opportunity arises once you are safe from imminent danger, call any of the following:

Emergency	911
FBISD Police Dispatch	281-634-5500

Shelter in Place – Inclement Weather Guidelines

Plan

Shelter in place means finding a safe location indoors and staying there until you are given an “all clear” or told to evacuate.

In a severe weather event: the rule of thumb is to put as many walls between you and the outdoors as possible and head to the lowest floor possible. The basement is an ideal location.

Respond

1. Stay calm.
2. Proceed to a secure location.
3. Remember: contact FBISD Police Dispatch at 281-634-5500 if you feel that your safety is in jeopardy.
4. Wait in the safest location possible until you are given the “all clear” or told to evacuate by your event leader.

Unwanted Person

Plan

- Select a code word that people will remember.
- Make sure that everyone on the Event team understands what it means.

Evaluate

If you find yourself in a situation with an unwanted or threatening individual or observe that a fellow team member is in this kind of situation, ask yourself:

- Is this a life-threatening situation?
- Would a direct call to 911 escalate the situation?

When in doubt call 911.

Respond

1. If you feel this is a life-threatening situation, remove yourself immediately and call 911.
2. Otherwise, you should telephone someone who is out of the direct sight and hearing of the unwanted or threatening individual.
3. Advise the unwanted person that you are calling someone that is able to help.
4. On the call, ask your listener to get [code word].
5. This message will signal the listener that you need police assistance, without revealing to the threatening individual that the police have been contacted and are on their way.
6. The listener should immediately call the FBISD Police Department at 281-634-5500 to explain the situation (building, floor number and room number.)
7. Police will respond accordingly.
8. The listener should stay in contact with the person who is with the unwanted individual.
9. If at any time you feel threatened or unsafe, leave the area and call 911 directly.

Event Emergency Plan Form

Basic Information

Name of event: _____ Date of event: _____
Time (s) of event: _____ Location (s): _____
Number of attendees: _____ Demographics: _____
Primary event leader: _____ Date Prepared: _____

PLAN

Conduct a pre-event briefing among the event team members to review:

- Details of the venue, including entrances and exits, number of people attending, and specific information about the audience/attendees (ages, special needs etc.)
- Evacuation and shelter-in-place plan
- Code word
- Clear direction on unacceptable behavior.
- Potential weather issues. If inclement weather is expected, assign someone to monitor it. Determine a communications structure for severe weather or tornado warnings. Also, determine who may need assistance evacuating, and who may assist them (adults with children, or the elderly).
- Hazardous weather plans
- Details on emergency communications plans
- Details on medical plans (if a audience/attendee gets sick) Location of first aid kit

Evacuation - You may be asked to evacuate for a number of reasons, including fire, fire alarm, flooding power outage etc.

Identify a primary and secondary assembly location

- 1)
- 2)

Shelter-in-Place - review the shelter in place guidelines found in the attached document. Walk through your venue and create a shelter in place plan based on your location, and the number of attendees.

Unwanted Guest Procedure - Create a code word that is to be used to advise others that there is an unwanted person at your event.

Code word:

Who else needs to know about your plan? (Email plan to: _____)

Name: _____ Contact information: _____

EXHIBIT F – District Board Policy GF (Local) – Public Complaints Appeal Process

Fort Bend ISD 079907	
PUBLIC COMPLAINTS	
GF (LOCAL)	
Philosophy	The Board believes student success is best achieved in a well-functioning, positive, nurturing, and collaborative community. Therefore, the District shall provide an equitable process for addressing community complaints that values individuals, fosters positive resolution, and preserves relationships.
Guiding Principles	<p>The Board encourages members of the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent. [See GF(EXHIBIT)]</p>
Complaints	In this policy, the terms "complaint" and "grievance" shall have the same meaning.
Other Complaint Processes	<p>Complaints by residents of the District shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:</p> <ol style="list-style-type: none">1. Complaints concerning instructional materials shall be filed in accordance with EF.2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE. <p>Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. The complainant shall be provided an opportunity to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]</p>
Formal Process	<p>An individual may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
DATE ISSUED: 5/6/2019	
LDU 2019.03	
GF(LOCAL)-X	
1 of 6	

Fort Bend ISD
079907

PUBLIC COMPLAINTS

GF
(EXHIBIT)

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[Exhibit A—Complaint: Resident of the District Level One](#)

[Exhibit B—Complaint: Resident of the District Notice of Appeal](#)

DATE ISSUED: 5/6/2019
LDU 2019.03
GF(EXHIBIT)-X

1 of 1

Fort Bend ISD
079907

PUBLIC COMPLAINTS

GF
(EXHIBIT)

Exhibit A—Complaint: Resident of the District Level One

To file a formal complaint, please fill out this form completely and submit it by hand delivery, fax, or U.S. mail to the department of student affairs (DSA) at 16431 Lexington Blvd., Suite 101, Sugar Land, TX 77479 within the time established in GF(LOCAL). All complaints will be heard in accordance with GF(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name: _____

2. Address: _____

Telephone number: (____) _____

E-mail: _____

3. If you have designated a representative to speak on your behalf, please identify the individual representing you.

Name: _____

Address: _____

Telephone number: (____) _____

4. Please describe the decision or circumstances resulting in this complaint (give specific factual details).

5. What was the date of the decision or circumstances resulting in this complaint?

6. Please explain how you have been harmed by this decision or circumstance.

DATE ISSUED: 5/6/2019
LDU 2019.03
GF(EXHIBIT)-X

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Fort Bend ISD
079907

PUBLIC COMPLAINTS

GF
(EXHIBIT)

7. Please describe any efforts you have made to resolve your complaint informally and the responses to your efforts.

With whom did you communicate? _____

On what date? _____

8. Please describe the outcome or remedy you seek for this complaint.

Signature of complainant: _____

Signature of complainant's representative: _____

Date of filing: _____

Complainant, please note:

A complaint form that is incomplete in any material way may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level One conference. Please keep a copy of the completed form and any supporting documentation for your records.

DATE ISSUED: 5/6/2019
LDU 2019.03
GF(EXHIBIT)-X

2 of 2

Fort Bend ISD
079907

PUBLIC COMPLAINTS

GF
(EXHIBIT)

Exhibit B—Complaint: Resident of the District Notice of Appeal

To appeal a Level One or Level Two decision, please fill out this form in its entirety and provide it by hand delivery, fax, or U.S. mail to the department of student affairs (DSA) at 16431 Lexington Blvd., Suite 101, Sugar Land, TX 77479 within the time established in GF(LOCAL). Appeals will be heard in accordance with GF(LEGAL) and (LOCAL). All appeals will be limited to the initial statement of complaint.

1. Name: _____
2. Name of administrator whose complaint decision you are appealing:

Are you appealing a decision at: Level One? ____ or Level Two? ____
3. Date of complaint conference you are appealing: _____

Note: If the relief requested in the initial statement of the complaint has been granted, no appeal is permitted.

4. If you have designated a representative to speak on your behalf, please identify the individual representing you.
Name: _____
Address: _____

Telephone number: (____) _____
E-mail: _____
5. Attach a copy of your original complaint.
6. Attach a copy of the decision being appealed.
7. If any relief has been granted at any level, state why you feel it is inadequate. New or different relief may not be requested on appeal.

Signature of complainant: _____

Date submitted: _____

DATE ISSUED: 5/6/2019
LDU 2019.03
GF(EXHIBIT)-X

1 of 1

EXHIBIT G – COVID-19 Guidelines and Waiver Addendum

Facility Rentals

COVID-19 Guidelines for Indoor and Outdoor Facility Usage

The following guidelines in response to the COVID-10 pandemic are necessary to ensure the safe utilization of the District's properties while protecting the health of our staff, students and rental participants. These requirements will be clearly communicated and updated regularly on our District website and through the Facilitron website. Failure to comply shall result in denial of future rental requests.

The requirements below must be strictly followed for ALL facility rentals:

1. I have reviewed the "[2020-2021 UIL COVID-19 Risk Mitigation Guidelines](#)" (University Interscholastic League) and agree that my event will comply with these protocols.
2. I understand that in accordance with Texas Gov. Greg Abbott's executive order, effective June 5, 2021, students, staff, parents, and visitors will no longer be required to wear masks in schools or in District buildings.
3. I agree however, any individual may wear a mask if they choose to do so. Personal choice about mask wearing is always to be respected by all staff, students, parents, and visitors.
4. I understand and agree that I have access to use the District's [Attendee Management tool](#) to track attendees to my event.
5. I understand and agree that I am required to notify the district's contact tracing team (HR dept. COVID19SupportTeam@fortbendisd.com) if any participant is later diagnosed with COVID-19.
6. I understand that every effort should be made to ensure that a minimum of three (3) feet of distance is kept between individuals who are not from your household in both indoor and outdoor spaces.
7. I understand that anyone entering a District facility, will confirm they do not have COVID-19 symptoms and have not tested positive for COVID-19 in the last ten days. Unvaccinated individuals will also confirm they do not believe they have been in close contact with an individual who has tested positive with COVID-19 or traveled internationally.
8. I understand that final District approval is contingent upon availability of FBISD custodial staff.
9. Please describe your event.

COVID-19 Facility Rentals

Waiver, Release and Assumption of Risk Form

On behalf of myself and any organization that I may represent as the renter of a Fort Bend Independent School District (FBISD) facility, I hereby agree to abide by all rules, guidelines and requirements as set forth by The School Board of FBISD and assume all risks associated with renting such space. In consideration of being permitted to rent such space, (hereafter known as the "Facility Rental") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the School Board of FBISD and its insurers, members, employees, representatives, contractors, sponsors, agents, successors and assignors (collectively referred to as "Released Parties") from all liability to me, my personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to myself to the person or property or resulting in death, whether caused by the negligence of the released collectively, of third parties, or otherwise while I am observing, attending or in any way participating in the Facility Rental.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to my presence in or upon the area or in any way observing, attending, or in any way participating in Facility Rental, whether caused by the negligence of the Released Parties or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF CONTRACTING COVID-19, SUSTAINING BODILY INJURY, DEATH OF MYSELF OR PROPERTY DAMAGE due to the negligence of Released Parties or otherwise while in or upon the area and/or while observing, attending, or in any way participating in the Facility Rental.

I certify that I am in good health, have no fever, and have no current issues that make it unsafe for any of my participants or staff to utilize the rental space. I will notify FBISD Risk Management Department and the school and suspend any rental agreement if I or my staff or any attendees at the Facility Rental develops a fever or illness or tests positive for COVID-19.

I agree that if any Facility Rental attendee later tests positive for COVID-19, I will be fully responsible for any additional cleaning costs assessed by the District.

I expressly acknowledge and agree that attending, observing, and/or participating in the Facility Rental during this global pandemic could be dangerous and involve risk of infection, serious illness, serious injury and/or death to myself and/or property damage. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Further, I agree that if any of the Released Parties seek to enforce this Release due to any claims made by me or by any third party, I will indemnify them for all costs associated with enforcement of this Release, including, but not limited to attorney's fees.