

# FORT BEND INDEPENDENT SCHOOL DISTRICT CONTRACT FOR USE OF SCHOOL FACILITIES

It is understood and agreed that this Contract becomes valid only after it is signed by the Applicant, hereinafter called the Maker of the Contract, the Building Principal, or designated representative; and approved by the Director of Enterprise Funds, or designated representative. All terms and conditions set forth on the reverse side of this contract are applicable. If any of the terms and conditions of this Contract are not adhered to explicitly, the Contract may be revoked by the District without recourse. Any exception to the terms and conditions must be approved by the Superintendent. **Please email completed form to [Carmen.torres@fortbendisd.com](mailto:Carmen.torres@fortbendisd.com) OR fax to (281) 327-5568.**

Name of Organization Represented by Maker: \_\_\_\_\_

Name of School to Be Used: \_\_\_\_\_

Date(s) of Intended Use: \_\_\_\_\_

Area(s) Requested: \_\_\_\_\_

Time Requested: From \_\_\_\_\_ To \_\_\_\_\_

Type of Contract (Check One): Single Use \_\_\_\_\_ Multiuse \_\_\_\_\_

**Note: For Multiuse, monthly payment due within 10 days of invoice.**

Purpose for Which the Premises will be Used: \_\_\_\_\_

Will Admission Fees be Charged (Check One): Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes Disposition of Proceeds: \_\_\_\_\_

Name of Maker: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Signature of Maker: \_\_\_\_\_ Date: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Send Invoice To (If Different Than Above): Name: \_\_\_\_\_

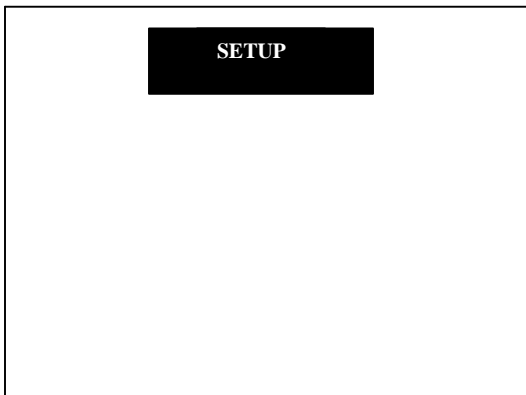
Address/City/State/Zip: \_\_\_\_\_

Denied Approved (Circle One) Principal Signature & Date \_\_\_\_\_

Denied Approved Dir. Enterprise Funds Signature & Date \_\_\_\_\_

Reason for Denial or Other Comments: \_\_\_\_\_

| ASSESSED FEES   |       |
|---|-------|
| A. Week day hours _____ x \$ _____                                  | _____ |
| B. Weekend hours _____ x \$ _____                                   | _____ |
| C. Set-up fee   | _____ |
| D. Subtotal (A+B+C)   | _____ |
| E. Add-on date(s) D x _____ days                                    | _____ |
| F. Subcharge \$50.00 x _____ days                                   | _____ |
| Extra Fees(s) Utilities/<br>Lighting Technicians                    | _____ |
| <b>TOTAL (Submit with application.<br/>Multiuse one month only)</b> | _____ |



# **FORT BEND INDEPENDENT SCHOOL DISTRICT CONTRACT FOR USE OF SCHOOL FACILITIES GENERAL TERMS AND CONDITIONS**

1. All terms and conditions are governed by Board policies GKD (Legal) and GKD (Local) as they now exist or may hereafter be amended. In the event of any conflict between the terms and conditions of this contract and Board policy, Board policy will control.
2. Any changes to the Contract must be agreed to in writing by the Maker and by the Associate Superintendent of Facilities. Merely informing the Caretaker or Principal of the facility of a time variance or other change does not satisfy this requirement.
3. Fees for use will be based on the Board adopted rental fee schedule for facilities. Only areas of the building approved by this schedule are available for renting. Hallways, corridors, classrooms, libraries, and other educational spaces are not available for rent.
4. 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.
5. All District and School activities have priority for building use.
6. 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, conflicts with scheduled District maintenance activities, or is of a commercial nature for profit.
7. Should the District or school find it necessary to cancel the contract, parties shall be given sufficient notice, 48 hours except in case of emergencies. This is applicable also to changes in UIL schedule that creates conflict with rental contract.
8. 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.
9. Any person or organization contracting for the use of school facilities will be charged a minimum of a two hour fee plus any expenses incurred by the District arranging for the use of the facility in the event of a no-show.
10. The contracting organization shall be responsible to the Board for all damages to the building or equipment, and shall indemnify and save harmless the Board or its agents from any claim whatsoever resulting from or arising out of the use of the building or any party of it.
11. The school shall provide caretaker service and the building and/or equipment shall be under the supervision of the caretaker.
12. All contracting organizations will give the Caretaker 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.
13. School property shall not be used for the teaching, promoting, disseminating or furtherance of any theory or doctrine of a subversive nature, intended or threatening to undermine or overthrow the constituted form of government of the United States or of the State of Texas.
14. All national, state and local laws and rules of police and fire departments must be complied with by the persons or organizations using the buildings.
15. All decorations used within the buildings must be fireproof, in accordance with the National Fire Prevention Associations guidelines, and are subject to the approval of the Caretaker. No open flame decorations shall be permitted, and no decorations shall be fastened to the floor, walls or ceiling with nails, screws, scotch tape, wax, or other fasteners that will damage the finish of the building surface.
16. Use of tobacco on school property is prohibited. Possession of alcohol or firearms is prohibited,
17. Food or drinks will be confined to the foyer of District Auditoriums and/or Food Courts. The contracting organization and Maker leasing the facility will be responsible for enforcing this regulation.
18. The contracting organization and Maker renting the facility will be responsible for furnishing ushers, ticket takers, parking attendants or law enforcement officers. Recreational activities having 50 or more personnel in attendance will employ Fort Bend I.S.D. officers for crowd control.
19. The Fort Bend Independent School District reserves the right to require any additional personnel deemed necessary for the safe and proper use of facilities.
20. It is understood that the estimated cost incurred under this contract will be prepaid by the maker upon execution of said contract. Should the facility be used for time or manner exceeding that specified in the contract, an extra fee for the actual cost of additional use will be assessed and billed to the maker. Such additional fees incurred by this agreement shall be paid to Fort Bend I.S.D. within (10) days after receipt of invoice.
21. Failure to pay bill within (30) days after receipt of second invoice, procure and maintain insurance will terminate contract. Date of invoice is based on date mailed by the District.