

# **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. User also confirms that any individual operating a vehicle on District property carries state minimum auto liability insurance limits in the amount of \$30,000 for Bodily Injury per individual and \$60,000 per accident as well as \$25,000 for Property Damage Liability prior to the use of a facility. Waiver of Subrogation applies. 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 school's focus on education, direct contact regarding facility use with the campus staff is prohibited.
28. Any adjustments to approved facility use reservations must be initiated on Facilitron and approved by the Facility Rental Coordinator and/or the Enterprise Funds Assistant Director before they are implemented. Any unauthorized adjustments made to the reservation approved in Facilitron through FBISD staff members other than previously stated will be canceled and/or could result in permanent revocation of use of FBISD facilities in the future.