

Lubbock ISD Facility Rental Procedures

Rental Terms and Conditions

The application incorporates the terms and conditions of this Agreement and any amendments. Amendments or modifications to this Agreement shall be in writing and signed by both parties. Only the Superintendent or his/her designee may approve an amendment to this Agreement.

Instructions, Information and Approvals

An **Agreement for Use of Lubbock ISD Facilities** must be submitted and signed by an officer of the organization and who shall remain an officer during the term of the Agreement. The organization shall submit an amended application for any status change.

The applicant is required to answer all information on the Agreement for Use of Lubbock ISD Facilities, provide documentation and Certificate of Insurance as requested and comply with all provisions of policy, guidelines, laws and rules that govern Lubbock ISD. Completion of the Agreement does not constitute approval for use, nor does it assure availability or use of equipment. The applicant may receive a copy of Lubbock ISD Policy GKD (Legal) and GKD (Local) upon request.

An estimated charge for facility usage may be made available to the applicant with the approved Agreement for Use of Lubbock ISD Facilities, if requested. Charges will be assessed in accordance with the then current Facility Rental Fee Schedule.

The Facility Rental Office will coordinate with the administrator of the requested facility for the final approval. Any questions concerning availability of Lubbock ISD facilities or playfields, or the requirements of this document, including insurance requirements should be directed to the Lubbock ISD Facility Rental office.

Applications and Fees for Use of Facilities

Applications must be filed no less than 5 working days and no more than 60 days prior to the requested date(s) of use. Any use of school facilities can be canceled at the discretion of the Superintendent or his/her designee without advanced notice if the activities are determined to be in conflict with District activities. In the case of cancellations, the District assumes no liability other than the return of any previously paid fees for unused facilities. The District shall not be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with higher priority.

All payments must be mailed or made in person at the Lubbock ISD Facility Rental Office. No Lubbock ISD employee is authorized to accept tips, gratuities, or wages directly from the applicant or renter.

Payment of all fees shall be made in at least one business day advance of the scheduled event and is an estimate based on the information provided by the Requester on their submitted request. The Requester is responsible for all fees applicable to times used by the Requester (such as early arrival or late departure of participants) that were not previously requested by the Requester. **A reservation is automatically canceled when payment is not received as stated and within the period identified, and a cancellation notice will be sent.**

The applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least five (5) working days is received.

All approved organizations may be required to pay rental costs that include building fees and/or staff support fees as outlined in the Lubbock ISD Administrative Regulations. The organization's authorized representative who signs this application/agreement agrees to pay all fees prior to use of the facility. In the event that additional amounts are owed following the use of the facility, payment must be made within 30 days of the statement date.

Note: A six percent (6%) penalty will be added to total rental cost statements that are 30 days past due from date of posting, and a (15%) administrative penalty will be added to the total rental cost for payments 45 days past due. Failure to pay all rental fees and penalties and to bring the rental account fully up to date by the 60th day shall result in the loss of rental privileges.

The Requester accepts responsibility for overseeing and controlling participants, sponsors, spectators, and visitors that are in or on District property as a result of or in connection with the Requesters use of the property.

Per LISD Board policy, GKD (Legal), a youth group is any group or organization intended to serve young people under the age of 21. In order for an organization to qualify for the Preferred Youth Athletic League rate, Lubbock ISD requires that 51% of the total participants of the organization must be Lubbock ISD students. Rosters must be provided upon request.

Insurance Requirements

The following information is provided to inform the applicant of insurance requirements to be provided and approved prior to use of any Lubbock ISD facility. Lubbock ISD does not purchase liability insurance for death, property damage or personal injury, the operation of a motor vehicle by a member of the contractor, or the use of school property. Lubbock ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

The applicant must provide an Accord Certificate of Insurance with types and limits of insurance given below at the time of submission of the Rental Application. Applications received without an accompanying Accord Certificate of Insurance will be declined and returned.

The Accord Certificate of Insurance shall name Lubbock Independent School District as certificate holder. The Accord Certificate of Insurance must provide coverage for the entire term of the rental application. Lubbock ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current Best Book, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Lubbock ISD. The insured shall be the

named Organization. Lubbock ISD should be listed as “Additional Insured”. The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Agreement for Use of Lubbock ISD Facilities. Lubbock ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

All Organizations shall provide the following insurance coverage:

Bodily Injury and Property Damage:	\$1,000,000
Products and Completed Operations:	\$1,000,000
Fire Legal Liability:	\$ 50,000
Medical Payments:	\$ 5,000

In addition, if the Organization employs persons or officers, the organization shall provide Workers’ Compensation and Employer’s Liability for statutory minimums require by State of Texas laws and rules, or produce certification that the Organization is in current compliance with rules promulgated by the State of Texas Workers’ Compensation Commission.

Governmental organizations shall provide statutory minimum coverage.

During the term of the rental, organizations will accept responsibility for the compliance with rules as herein outlined and for the proper care and protection of school property and will see that the School District is reimbursed for all damages.

Commercial General Liability Insurance containing all coverage set out in the basic policy from in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard shall provide limits of:

Automobile Liability Insurance: Combined Single Limit: (At least) \$500,000 (Required if the organization owns vehicles and will be using them on school property.)

Workers Compensation (At least) \$100,000 (Required if the organization has employees who will be performing manual labor of any kind on school property.)

Health Requirements

All food servings must be in compliance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the Texas Department of Health and Human Service may be required.

Nonprofit Status Verification Requirement

All 501(c) (3) nonprofit corporations shall provide a copy of their letter of determination from the IRS and a copy of their 501 (c) (3) paperwork as part of this application.

501 (c) (3) organizations may be required by Lubbock ISD to produce insurance coverage. The organization acknowledges by this signed application that the organization’s officer(s) understand and accept the personal liability required under the “Charitable Immunity and Liability Act” and accept all applicable personal liability for the organization’s use of school facilities and properties.

No Waiver of Immunities

Nothing in this Agreement waives or alters any immunities provided Lubbock ISD, its employees, agents, or officers under Texas or federal law.

Indemnity provision

The applicant hereby agrees to and shall indemnify, defend, and hold harmless Lubbock ISD, its agents, trustees, officers, and employees from and against any and all suits, actions, losses, damages, liability, and claims of any character, type or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Lubbock ISD's facilities by applicant, its agents, officers, employees, or invitees. Such indemnity shall apply where the above referenced suits, actions, losses, damages liability, or claims arise in whole or in part from the negligence of Lubbock ISD.

The applicant agrees to and shall insure its obligations under this provision in the amounts specified pursuant to this Agreement.

General Conditions for Use

By submitting an application for review and approval, the applicant agrees to all of the following terms and conditions of facility use:

- Due to safety and health concerns, no pets are allowed at events, including dogs (except for guide dogs for the visually impaired).
- The applicant shall obtain prior written approval from the Facility Rental Office before using or contracting to use inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, animals, reptiles, and the like on District property.
- Although consideration will be given with regard to the request of a particular location, the District reserves the right to limit the usage of all facility when its use has been deemed excessive.
- All trash or recycle container pick-ups, other than those normally scheduled, which are required as a result of the organization's event will be paid for by the organization. All renting organizations should exhibit their best effort in ensuring that all trash is disposed of in a trashcan or dumpster.
- The School District will furnish only that space and equipment listed on the application. Property rented or used under these rules will be confined space and fixed equipment and must be listed in the approved application. All LISD owned specialized equipment (projectors, PA systems, computers, lighting equipment, and bleachers) will be operated only by district employees. Additional fees for staff and equipment will apply for these services.

- Interior use of school facilities will not be allowed prior to 12:00 noon on Sunday, or after 10:30 pm on any day of the week.
- School facilities shall not be rented or used for public dances, boxing, wrestling or similar activities, birthday parties, or wedding receptions.
- Participants, sponsors, spectators and visitors may not walk through or use of any other part of a building or its grounds, use any school equipment, materials, athletic equipment, furnishings, etc., other than those specifically requested and approved for use in writing according to the agreement. Only the restrooms most closely related to the area described may be used.
- The only area in a building in which food or drinks may be consumed is in the cafeteria on a school campus.
- The Requester agrees to abide by the direction of any LISD Professional hired to facilitate the event/activity in the facility being used.
- Payment of all fees shall be made in at least one business day advance of the scheduled event and is an estimate based on the information provided by the Requester on their submitted request. The Requester is responsible for all fees applicable to times used by the Requester (such as early arrival or late departure of participants) that were not previously requested by the Requester. A reservation is automatically canceled when payment is not received as stated and within the period identified, and a cancellation notice will not be sent.

All organizations scheduling events where attendance of 50 people or more is anticipated shall provide security during the full course of the event. Additionally, the cost for specialized personnel, such as police, security, or parking lot attendants will be billed to the sponsoring organization. Custodians will not be considered security.

In the event that these regulations require that security must be provided and the organization is found to not have proper security in place, the event will be terminated immediately. In the event that security cannot be procured by the renting organization, the renting organization can call the LISD Police Department at (806) 766-1193 for assistance.

Custodial cleaning at such events shall be arranged for by the Facility Rental Office and paid for by the organization at the rates listed in the Lubbock ISD Administrative Regulations.

In addition to the above, for the use of gymnasiums, fields, cafeterias, and stages, the following restrictions apply:

- The use of decorations of any type must have prior approval.
- Food and/or drinks are not allowed in any auditorium.
- Only rubber-soled shoes shall be allowed on gymnasium floors, and the Requester shall take every reasonable measure to see that the gymnasium floors are protected.

- Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
- Use of district kitchens is not allowed without express, written consent from the superintendent of schools, or their designee.
- No tobacco or alcohol use is allowed on school property.
- Firearms or explosives will not be allowed on school property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes, or other unauthorized areas such as sidewalks, parking islands, or playfields. (see section 4)
- Organizations using school facilities are responsible to enforce all restrictions.
- All groups and organizations using any of the Lubbock ISD playfields, playgrounds, or other outdoor facilities are responsible for the development of, and adherence to a lightning emergency plan.
- All groups and organizations using any of the Lubbock ISD playfields, playgrounds, or other outdoor facilities are expected to adhere to the Lubbock ISD Integrated Pest Management Program. (see section 6) For any pest control issues contact the Facility Rental Office.
- All turf guidelines and signage must be followed for the use of Lubbock ISD turf fields.

In the event that you need assistance on the day of the rental, please call Sodexo at 7661255.

ADA Compliance

The applicant hereby agrees, warrants, and represents that the applicant will comply with the Americans with Disabilities Act at least to the same extent Lubbock ISD would be required to comply with such act. The applicant will indemnify and hold harmless Lubbock ISD and its officers, employees, and agents for, from and against any and all claims by third parties alleged against Lubbock ISD for alleged violations of the Americans with Disabilities Act relating to the applicant's operations, programs, and/or failure to make accommodations.

This Agreement will be construed in accord with the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of this agreement will be a court of competent jurisdiction in Lubbock County, Texas.

Criminal Background Checks

Approved organizations agree to prohibit employees, agents, or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

Safety is our Priority

Please help us keep our schools and kids safe!

Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.

Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces or in handicap accessible routes.

All vehicles illegally parked in any Lubbock ISD property will be ticketed and/or towed, at the owner's expense. (2000 IFC, Chapter 5, Section 503, 503.4 Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles.) Fines may be up to \$500.

All groups using any Lubbock ISD facilities and grounds are responsible for keeping emergency access clear at all times.

Lightning Warning

Lightning is a severe hazard that must be viewed seriously. Everyone should immediately seek shelter any time they believe lightning threatens them, even if a signal has not been sounded.

You should immediately seek an appropriate, safe shelter.

Although lightning detectors are not provided by Lubbock ISD for non-Lubbock ISD events, their use is strongly recommended where possible.

Lightning Safety Tips

Seek: Large Buildings

Avoid: Open Areas

Seek: Lightning Shelters

Avoid: Standing Water

Seek: Automobiles and Buses

Avoid: Tall Trees

Seek: Tunnels with No Standing Water

Avoid: Metal Fences

Avoid: Overhead Wires and Power Lines

Avoid: High Ground Areas

Avoid: Telephone and Cellular Phones

Avoid: Small Unprotected Shelters

Integrated Pest Management

The Texas State Legislature passed legislation requiring ALL school districts to have an integrated pest management program adopted by September 1, 1995. Integrated pest management, or IPM, is simply a strategy that relies on a combination of the best available control tactics with an emphasis on the least hazardous methods to effectively and economically reduce pest. IPM relies heavily on information about the pest; its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Note: Per Lubbock ISD Board Policy, CLB (LOCAL), The District's integrated pest management program, developed in accordance with the requirements of the Texas Structural Pest Control Act and with the assistance of an advisory committee of knowledgeable persons, shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.

BOTTOM LINE: No employee or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the Lubbock ISD IPM coordinator and other than in the manner prescribed by law and the District's integrated pest management program.

\$5000 fine to the individual may apply in addition to a criminal offense of Child Endangerment.