

**SABINAL ISD
SCHOOL FACILITY RENTAL AGREEMENT**

THE USE OF THE GYM, FOOTBALL STADIUM, BASEBALL-SOFTBALL FIELDS, FIELD HOUSE, COMPUTER LABS AND DISTRICT TECHNOLOGY EQUIPMENT REQUIRE BOARD APPROVAL AS PER POLICY GKD (LOCAL)

Name of Group _____ Date of Application _____ Date Processed: _____

Contact _____ Contact's Telephone Number _____ Alternate number: _____

Name/Room Numbers of facility to be used: _____

Purpose of facility use:

List of any equipment or ancillary facility needs (Examples: sound system, score board, outdoor lights, computers, projectors, screens, other technology, or etc. Note that certain types of equipment will require additional fees):

Date of event(s) _____ between the hours of _____ and _____

Conditions of this agreement:

- a. The lessee shall use the facility only for the purposes consistent with the law and this agreement
- b. The lessee shall will follow all state laws governing tobacco and alcohol use
- c. The lessee accepts full responsibility for protecting school property and equipment; and assumes any and all liability for repairs or replacement of any damages done to buildings, equipment, or other school property. School officials shall be the sole judge of damages to property and the amount of time required to return the facility to the original condition
- d. The lessee shall only use the areas of the facility agreed upon in this contract
- e. The lessee shall not remove any items from the facilities
- f. The lessee shall be responsible for cleaning and restoring the facility to its original condition after use
- g. The lessee understands that the District may revoke its permission to use the facility at any time it is determined that a group's use creates instructional conflicts, damages school property, or violates Board policy, administrative regulations, and/or state laws
- h. That the lessee assumes full responsibility for the conduct of any and all persons using the facility during the rental
- i. That the lessee agrees to assume all liability and will hold harmless and indemnify the District, its Trustees, their employees, and agents from any and all liability arising out of the lessee's use of District facilities

To be considered, all requests should be submitted to the Superintendent's office at least two weeks prior to the desired date the facilities are needed. Facilities requiring board approval should be submitted six weeks in advance.

**SABINAL ISD
FACILITY USE FEE AND DEPOSIT SCHEDULE**

Facility fees:

- Classrooms- \$5/hour each
- Cafeteria excluding kitchen -\$15/hour; add \$10/hour for kitchen (requires additional staffing expense of \$15/hour)
- The elementary multipurpose room- \$15/hour
- Administration conference room- \$5/hour
- Library or band hall- \$15/hour
- Computer labs- \$15/hour and add district's technician or approved staff members required at \$15/hour
- Gym- \$30/hour for the first three hours, then \$10/hour for every hour over three hours
- Baseball/Softball field- \$20/hour for the first three hours, then \$10/hour over three hours
- Football field- \$50/hour for the first three hours, then \$25/hour over three hours; and add \$50 for first three hours of lights, then \$15/hour for each hour over three hours. The Pressbox, scoreboard and PA requires District personnel who have knowledge of the equipment present at all times.

Required Deposits:

- **Classroom- \$50**
- **Cafeteria dining hall- \$250**
- **Multipurpose room- \$250**
- **Cafeteria with kitchen- \$350**
- **Band Hall- \$250**
- **Library- \$250**
- **Computer lab- \$250**
- **Gym- \$500**
- **Baseball/Softball field- \$500**
- **Football stadium- \$750**

Notes to User:

- Large facilities that require time to cool down or heat up – rental time will begin when air or heat is turned on. Also, set-up and clean-up time are included in rental time (time will vary based on the requirements of the rental; however, it will be established in the contract at \$15/hour per employee).
- The stadium press box, scoreboard and PA require District personnel who have knowledge of the equipment present at all times.
- A custodian will be assigned to each event for a minimum of two hours at the following rate: \$15/hour (Supervisor \$25/hour)
- If a cafeteria employee is required (required for kitchen use), a minimum of two hours will be charged at the following: \$15/hour (Manager \$25/hour)
- If the district's computer technician is required any time technology equipment is used, a minimum of two hours will be charged at \$20/hour.
- If other paraprofessional employees are required, a minimum of two hours will be charged at the following: \$15/hour (Professional employee \$30/hour)
- If a copy machine is needed, it will be available for \$5/hour and .10¢/ black-white copy and/or .25¢ for color.
- As needed, the Superintendent will establish other fees.

All fees and estimated costs will be paid before an event

Keys will not be provided to non- employees

Revised April 6, 2021

Summary of payment:

- 1. Deposit fee= \$ _____
- 2. Payment of the following rental charge:
_____ Hours @ \$ _____ per hour = \$ _____
- 3. Payment of the following custodial fee:
_____ Hours @ \$ _____ per hour = \$ _____
- 4. Payment of the following additional employee fees:
_____ Hours @ \$ _____ per hour = \$ _____

Total: \$ _____

*Custodial fee may be waived only if a school employee signs for the responsibility of cleanliness and inspection of facility before and after usage. **Signature of responsible volunteer employee:**

*Security (key) fee may be waived only if a school employee signs for responsibility of unlocking and locking of the facility after usage. **This employee is required to be on-site for the duration of the event.**

Signature of responsible volunteer employee:

*On-site employee fees (for specialty facilities) may be waived only if a designated school employee signs that they will volunteer their time to the Lessee. **Signature of responsible volunteer employee:**

Lessee Signature: _____ Date: _____

Rental Agreement Approved by:

Maintenance Director: _____ Date: _____

Athletic Director: _____ Date: _____

Business Manager: _____ Date: _____

Superintendent: _____ Date: _____

Once approved the fully executed document will be routed to: 1.) Lessee, 2.) Director of Special Programs who will forward to the Maintenance Director, and 3.) Athletic Director or Principal (when appropriate). The original documents will be maintained by the Superintendent's Secretary.

Facility inspected by: _____ Date: _____

Refund released by: _____ Date: _____

SABINAL ISD GENERAL RELEASE OF LIABILITY

I, _____ of _____ (Hereinafter the "Releasor") for and in consideration of **[CHECK ONE]** no payment or payment in the amount of \$_____ for the use of Sabinal ISD's facilities at 409 W. Cullins, Sabinal, TX as specified in the Facilities Use Agreement.

THEREFORE, under the term of this Agreement and sufficiency of which is hereby acknowledged, do hereby release and forever discharge Sabinal ISD; City of Sabinal; State of Texas (Hereinafter the "Releasee") including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein names, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both persona and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following:

[NAME OF ORGANIZATION, SCHOOL PROPERTY LOCATION, DATES USED].

It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction that causes of action, claims and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Texas.

This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this _____ day of _____

Releasor's Signature: _____

Printed Name: _____

Business Manager or Superintendent Signature: _____

Printed Name: _____