

**Arlington Independent School District**

**Organization Name:** \_\_\_\_\_

**Facility Use Agreement**

**Organization Rep:** \_\_\_\_\_

**Terms and Regulations**

**Location(s) Requested:** \_\_\_\_\_

1. The Arlington Independent School District (“District”) will rent to organizations that demonstrate non-profit status with their 501(c)(3) determination letter. The Terms, Regulations, and Fees apply equally to all organizations, groups, leagues, businesses, entities, etc., seeking to utilize the District property. Organizations that 1) demonstrate a non-profit status and 2) are established for the purpose of benefitting the District and community [Board Policy GKD (Local)] may be charged a fee to recover the cost of operating the facility. Reduced rates do not apply to all non-profit organizations. AISD also gives a preference to AISD-usage of its facilities, and for that reason; are the majority of the persons using the facility residents within or attendees of AISD?

Y \_\_\_\_ N \_\_\_\_

2. The District may approve rental of school facilities to a local (Arlington, TX) for-profit business when the use itself is not to generate a profit for that business. Full rental rates will apply. The use of the facilities will be for entertainment, recreation, self-improvement, or community improvement (e.g., dance / musical recitals, lectures, style shows, etc.) when such rental does not interfere or conflict with any District use. No admission may be charged, and no product(s) shall be sold/advertised on District property without the District’s prior express written approval.

3. An application for a permit to use public school facilities for non-school sponsored activities should be submitted to the Energy Management Office for approval along with the organization’s 501(c)(3) letter, a certificate of insurance, and all fees no less than two weeks prior to the event date. The request must be prepared on the standard form provided by the District. After all requirements are met, and all fees are paid, an approved permit authorizing the use of school facilities will be given to the organization. Prior to gaining entrance to the space requested, the permit approval must be presented to the building representative on duty.

4. The District reserves the right to refuse a usage permit if deemed in the best interest of the District. The permit holder shall assume full responsibility for any unlawful act committed in the exercise of the permit. If during the use period any actions and/or conduct of the user violate Local, State, or Federal laws, District policies, or any portion of this Agreement, the District reserves the right to immediately cancel the Agreement, and all monies paid by the user shall be forfeited. All permits shall be revocable; this Agreement is not a lease. The Superintendent or designee may reject any application or cancel any permit at his or her discretion.

5. During the term of the Agreement, the organization making use of any District facility shall secure and maintain, at its expense, general liability insurance with an “admitted carrier” licensed by the State of Texas. A Certificate of Insurance (standard Accord form) shall be furnished with each rental and shall be presented to the District with a signed Facility User Agreement and payment. The certificate shall show on its face the following:

- A. The District as Certificate Holder and as an Additional Insured
- B. Include a Waiver of Subrogation Endorsement in favor of the District.
- C. Minimum Coverage and Limits:
  - \$1,000,000 Aggregate General Liability
  - \$1,000,000 Products and Completed Operations Aggregate
  - \$1,000,000 Personal Injury and Advertising Liability
  - \$1,000,000 Per Occurrence General Liability
  - \$ 100,000 Damage to Rented Premises
  - \$ 5,000 Medical Expense

Any Exclusions or limitations materially altering coverage provided under the policy must be shown on the face of the Certificate of Insurance. The policy must provide coverage on an “occurrence” basis. Failure to timely provide the required proof of insurance may be grounds for denial of the facilities use request.

6. The permit holder accepts full responsibility for an agrees to indemnify the District for any and all damage caused to District owned property, and/or property located in or on District property, that is the result of or is deemed by the District to be in connection with the organization’s use of the District’s property.

Initial Here \_\_\_\_\_

7. The permit holder, upon application, agrees to indemnify and hold harmless the District, affiliated entities, agents, heirs, Board of Trustees, individual trustees, employees, fiduciaries, assigns, representatives, officers, insurers, attorneys, and any other person acting on behalf of the Board of Trustees or the District for any claim for loss of life, bodily injury, or damage to property suffered by a participant, sponsor, spectator, visitor, or any other person that is the result of or is in connection with the organization’s use of the District property.

Initial Here \_\_\_\_\_

8. All activities must have competent, adult supervision and maintain orderly behavior, with the organization using the facilities assuming full 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 organization’s use of the property. The following must also be enforced by the organization at all times:

- A. Smoking and the use of tobacco products is prohibited anywhere on District property.
- B. Possession and/or use of alcoholic beverages is prohibited anywhere on District property.
- C. Firearms, knives and weapons of any sort are not permitted on District property.
- D. Food and drinks may only be consumed in designated areas.

9. The site manager on duty will supervise the operation of the facilities, and the group or activity as needed.
10. The User must comply with all Police and Fire Department ordinances, as well as local and state laws.
11. The permit is issued for the dates and hours specified and includes the specified areas plus the nearest drinking fountain and restroom facilities. Participants, sponsors, spectators, and visitors may not enter or use any other part of a building or its grounds other than that specified in the permit.
12. The permit does not include the use of equipment owned by the School District, such as: spotlights, floodlights, projectors, organs, pianos, microphones, PE Equipment, etc. unless specific arrangements have been made in advance and are included in the written permit.
13. Use of District Auditoriums will require the following:
- A. Meeting / walk-thru with District personnel at the requested site (plus Drama/Music Department Head when applicable) 30 days in advance of the requested date to determine the following:
    - 1) The number of technicians required to work the event (light, sound, and stagehand)
    - 2) If user will need to use the orchestra pit (where available)
    - 3) Whether the existing lighting and sound system must be altered
    - 4) The number of rooms needed
    - 5) Any other specific needs
  - B. A Technical Supervisor is required when light, sound, or stagehand technician(s) are needed for an event. Separate fees apply for each technician. The District will determine the need for technicians.
  - C. Only District technicians may operate the equipment.
14. Custodial services are not included in facility fee and the total hours required to be school ready will be charged to the organization utilizing the space. These charges are non-negotiable.
15. The campus administrator and the District Food Service department must approve the use of kitchen facilities. When the kitchen facility is requested a District Food Service employee will be required.

16. The District does not provide storage space. Therefore, all equipment provided by the holder of the permit must be removed from the District facility promptly so as not to interfere with the normal District activities.
17. Either party may terminate this Agreement upon 7 days' written notice to the other Party.
18. This Agreement does not create an employee-employer relationship, joint venture, or partnership between the Parties.
19. In the event that any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement that shall remain in full force and effect.
20. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Venue for any action brought to enforce or interpret this Agreement shall be brought in Tarrant County, Texas.
22. Cases in which the Use of District Facilities Will Not Be Permitted:
  - A. For the purpose of advancing any doctrine or theory subversive to the Constitution or Laws of the United States or the State of Texas.
  - B. For the purpose of advocating social or political change by violence.
  - C. For the purpose of commercial gain.
  - D. For private parties.

---

**Signature**

---

**Print Name**

---

**Date Signed**

Please e-mail completed Facility Use Agreement to Shauna Alderman at [sdibella@aisd.net](mailto:sdibella@aisd.net).