

JUDSON INDEPENDENT SCHOOL DISTRICT

Management Guidelines and Rental / Use Application

ORGANIZATION: All use of school facilities by non-district entities will be coordinated through the office of the Operations Department. All Performing Arts Center (PAC) facilities will be scheduled through the PAC Manager/Coordinator and coordinated with the Operations Department.

AVAILABILITY: The following guidelines shall pertain to all groups who desire to use the PAC in accordance with this policy: policy GKD (LEGAL) and (LOCAL).

1. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES.

No school facility shall be used by any group or individual who is not in compliance with the requirements of all federal or state statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age or other classification. State law prohibits the use of alcohol and tobacco on school property. All laws (federal, state and local) and Judson ISD policies are in effect 24 hours per day, including the times a facility is rented. Maximum lawful occupancies of areas will be observed by requestors. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons and alcohol possessed by anyone on JISD property. Any law enforcement officer shall enforce the law and arrest individuals for the violation of any law including but not limited to possession or consumption of alcohol on school property, drug law violations, weapons law violations, disruptions, trespassing and the violation of any traffic law. The district's "Tobacco Free Policy" prohibits the use of tobacco in ANY form, in or on any district property or any location leased by the district where a user group event is being held. The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors and patrons. (GKA – Legal, Education Code 38-006)

2. VIOLATION OF LAWS, RULES, REGULATIONS AND POLICIES

Any misrepresentation by any organization and/or individual, any abuse of any district property, any violation of state, local law or federal and/or any violation of any district policy, rule or regulation may result in: 1) the immediate termination of contract; 2) the requirement to immediately vacate the premises; and/or 3) the denial of that organization's and/or individual's request for future use of the premises.

The movement of any approved user group within the facility is restricted to the specific area requested by the group. Other activity shall be considered trespassing. Store rooms, mechanical rooms, electric panel rooms, technology hub rooms and boiler rooms are expressly off limits.

3. YOUTH GROUPS

Youth groups using district facilities, unless otherwise specified, must be composed of at least 90% of students from the district. A student verification list must be turned in with each request for lease of facilities.

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4. CHURCHES

Churches desiring to rent a facility on an extended basis for regular religious services shall be allowed to lease only elementary campuses as are determined by the district. These services may not be held after Sunday afternoon in order to allow JISD staff ample time to prepare for school. Membership of church must be comprised of at least 50% of residents residing in district boundaries. A membership roster reflecting member addresses must be provided to the Superintendent's designee upon request. Churches shall be charged the designated rate per hour for the use of the facilities for the first two years of the leasing period. The lease rate is subject to increase each year thereafter, up to five years at which time the lease will terminate.

5. DISTRICT PERFORMING ARTS CENTER

Judson ISD reserves the right when leasing the Performing Arts Center (PAC), to require as many security personnel as is deemed appropriate by the PAC Manager. The PAC will be available for lease only when not in use by Judson ISD departments. PAC fly system, Catwalk system, Stage, Sound system and Lighting systems will be operated only by personnel authorized by the PAC Manager.

6. RESTRICTED USE OF CERTAIN AREAS

Certain areas such as laboratories, shops and open teaching areas are not available for public use. Campus auditoriums and theaters may be used by non-profit organizations for general youth group leadership training events, by performance studios for annual recitals or one-time events and any established business partners for approved training or employee recognition events. The athletic type facilities and the PAC will be available to lease only with the approval of the district's athletic department or PAC manager/coordinator depending on the facility (athletic or performing art) type.

7. RESTRICTED DATES

There will be a limited use of the PAC during Thanksgiving Break, Winter Break, Spring Break and the summer months. For PAC availability during these times contact the PAC manager/coordinator.

8. ACCESS TO FACILITIES KEYS

Only authorized employees of the school district shall be permitted to have keys to district facilities.

9. CUSTODIAL AND OTHER SERVICES

Base fees charged by the campus to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee. The PAC requires a minimum of two (2) custodians to be hired for each rehearsal and performance at the expense of the renter. The custodians shall be paid on the per hour rate listed on page 10.

10. PROPERTY DAMAGE

Damages to district property shall be paid for by the using group whether caused by the using group or others. Misuse or abuse of district equipment and /or facilities will result in the immediate denial of further use.

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11. INSURANCE

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with Judson ISD named as the certificate holder, indicating a minimum of one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, Judson ISD must be named as an additional insured on this policy. The insurance carrier must hold a minimum “A” rating from the A.M. Best Company; However, Judson ISD reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the district, subject to the approval of the Superintendent or designee.

12. ATTENDENCE BY GENERAL PUBLIC

Any group renting or using a building for an occasion which the general public is eligible to attend shall be held responsible for the treatment of the property by the general public during that time. The group shall, at the discretion of the Superintendent’s designee, be required to employ law enforcement officers to help ensure the safety of attending patrons as well as to help prevent the destruction of school property. Employment of law enforcement officers does not release the renting group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group.

13. SUBSEQUENT AGREEMENT

After the original agreement, groups or organizations desiring to continue to use the facility shall be required to submit a new application. Changes made after the original agreement is signed which affect the amount to be charged and/or the conditions of the rental agreement shall necessitate the signing of a new agreement to supersede the original agreement.

14. DISTRICT STAFF

The district shall furnish the necessary staff to open, clean and close the property. If the building is being rented or used during hours when the district staff members are normally on duty and it is determined by the Superintendent’s designee that no additional clean-up is warranted, there will be no charge for this service. However, if the building is being rented or used for hours during which district staff members are not normally on duty, the Superintendent’s designee shall assign the number of staff necessary to maintain the facility.

15. DESIGNATED REPRESENTATIVE

Any group renting or using the PAC shall designate one member of the group to be responsible for the program or activity. This person shall, in turn, be responsible to the building principal/administrator and/or the PAC Manager.

16. RENTAL AND PAYMENT TERMS

A 25% non refundable deposit shall be secured at the execution of the contract made payable to Judson Independent School District for rental and/or use of the facility. This charge will be based on an estimate of the total charges and will be credited towards the total rental charges. No rental date(s) will be locked in until the deposit is secured. The fee balance for rental or use of the facility is due ten (10) business days prior to the use of the facility. Check(s) shall be made payable to Judson Independent School District and delivered to **8012 Shin Oak, Live Oak, TX 78233** between the hours of 8:00 AM and 4:30 PM Monday – Friday except for JISD approved holidays with a copy of the executed contract. The purchaser/lessee understands that the PAC Manager, technicians and custodial staff will be paid for one hour prior to each rental period to allow set-up and a minimum of two hours following the termination of each rental period for clean-up. Building user must be punctual in adherence to the arrival and departure times designated on the application form.

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CLASSIFICATION OF GROUPS: Groups that may be allowed to use or rent the Performing Arts Center shall be classified as “Tier I” (Community) or “Tier II” (Commercial).

TIER I

Facility use by individuals, organizations and groups considered community:

- (1) School organizations not directly tied to District curriculum or UIL competition whose members are comprised of students, staff or professional employees of the district and benefit the schools, students or teachers.
- (2) Service organizations, a majority of whose members reside or work within the community and whose regularly scheduled meetings are normally held within the community that serve, benefit and contribute to the welfare of the youth of the community.
- (3) Civic or charitable organizations, a majority of whose members reside within the community that meets community needs, interests or diversions.
- (4) Governmental organizations and municipal governing whose location and jurisdiction is contained in whole or in part within the community
- (5) Church organizations and church groups, a majority of whose members reside within the community.

TIER II

Facility use by individuals, organizations and groups considered commercial:

- (1) Any individual, organization or group using the facility for profit.
- (2) Political organizations whose purpose or purposes, primary or secondary, is the furtherance of a political candidate, ideal or aspiration.
- (3) Any individual, organization or group using the facility and charging an admission fee.
- (4) Any individual, organization or group not affiliated with Judson ISD

SERVICES PROVIDED

A. TIER I

1. Use of the facility is at no cost if being utilized during normal school working hours. If the facility is being utilized on a weekend or on a District holiday, a facility use fee equal to 75% of the posted facility use rate on pg. 10 of this agreement applies. Practice sessions prior to the event date will be charged at 50% of the facility use rates posted on pg. 10 NOTE: Weekend starts at the end of the last regular school day of the week (i.e: Friday at 4:30pm; if Friday is a district holiday, the weekend starts at 4:30 on Thursday).
2. Custodial services will be provided if the use of the facility occurs while custodial staff is scheduled to be on duty. Any additional services as deemed necessary by the Superintendent’s designee shall be paid for by the using group.
3. Tier I groups shall be required to pay for services of staff on two (2) conditions:
 - a. When the facility is used on days when the staff is not scheduled to work.
 - b. When the facility is used during the hours the staff is not scheduled to work

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4. Tier I groups are limited to the use of the facility one (1) time each school fiscal year (July 1 – June 30) at the community rate. All subsequent rentals will be provided at the full commercial rate as outlined on pg. 10 of this agreement.

B. TIER II

TIER II groups using the Performing Arts Center shall be required to pay for the use of the facility and necessary staff. Examples of requested staff services: (non-exhaustive)

1. Security Officer
2. Supervisory Staff
3. Custodians
4. Building Mechanics
5. Technicians
6. Athletic Secretary
7. Gate/Ticket Operator
8. Athletic Administrator
9. Theater Manager, Coordinator or Administrator
10. Designated Coaches
11. Theater Technical Operators (lights, sound)

AGREEMENT CONTRACTUAL

These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized JISD representative; and, (2) payment of the 25% non-refundable deposit by the lessee.

LIMITATION ON CONVEYANCE

Notwithstanding any reference in these documents to the contrary, this contract shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. This contract shall not create a Landlord/Tenant relationship, or any of the rights or incidents thereof.

LIMITATION OF WAIVER

The waiver of any right of JISD under this contract shall be limited to specific instances of waiver and may not be construed as a general waiver of JISD's right to enforce any term thereof.

WAIVER OF WARRANTIES; LIMITATION OF LIABILITY

The parties recognize and agree that JISD facilities are made available to community groups as an extension of JISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that JISD facilities are made available "AS-IS, WHERE-IS." THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE.

In the event a JISD facility shall become unsuitable for use at the time and date specified herein due to failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of JISD, JISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or (2) return the non-refundable deposit and thereby terminate this contract, or, in the case of an extended

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contract, return a pro- rated portion of rent based on the amount of time the facility is not available. JISD shall have no other duty or liability and the Renter agrees to assume the full economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT JISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY JISD SHALL BE LIMITED TO A REFUND OF RENT AND DEPOSIT ACTUALLY PAID TO JISD. JISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF JISD'S OWN NEGLIGENCE

NO WAIVER OF IMMUNITY

Acceptance of this contract by JISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to JISD as a public school district, nor of those applicable to any JISD officer, official, employee, agent or volunteer.

ENTIRE AND INTEGRATED AGREEMENT

These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of JISD shall have the authority to enter into any oral modifications of this contract, or to waive the terms thereof.

CHOICE OF LAW AND VENUE

This contract shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this contract shall lie exclusively in State Court in Bexar County, Texas. This contract does not include any agreement to arbitrate.

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DIRECTIONS: Please complete all details of this application. The application must be signed by an officer of the organization requesting use of the facilities. This form must be approved by the Campus Principal, Facilities Director, Manager or Coordinator at least ten (10) days prior to the requested facility utilization date(s). If Food Service, PAC facilities and/or Athletic facilities are desired, fifteen (15) days lead time on request for use of a facility is necessary. The district reserves the right to suspend approval for regular users to allow for maintenance or construction needs. Type or print ALL of the information below, excluding the signatures. If support services or equipment will be needed, please check the required box and list required services below. (Examples: Custodian, Food Service Employee, air-conditioning after school hours.)

DATES OF REQUESTED USE:

Example: Jan. 20 – Jan 22, 2011 **START DATE:** _____ **END DATE** _____

FACILITY USAGE TIME:

Example: 2:00 PM – 6:00 PM **START TIME:** _____ **END TIME** _____

***REHEARSAL DATE(S):** _____

***FACILITY UNLOCK TIME:** _____

***REHEARSAL BEGIN TIME:** _____

***REHEARSAL END TIME:** _____

***FACILITY LOCK-DOWN TIME:** _____

***PERFORMANCE/EVENT DATE(S):** _____

***FACILITY UNLOCK TIME:** _____

***PERFORMANCE/EVENT BEGIN TIME:** _____

***PERFORMANCE/EVENT END TIME:** _____

***FACILITY LOCK-DOWN TIME:** _____

**All users of district facilities must strictly adhere to the unlock and lock-down times designated above. Any additional time will be based on the hourly rate as designated by contract*

SUPPORT SERVICE REQUIREMENTS: **YES:** _____ **NO:** _____
(*I.e. custodian, food service, security, supervisory staff, etc.*)

NUMBER OF PERSONS EXPECTED: _____

FACILITY USE FREQUENCY:

ONE TIME USE _____	MONTHLY _____	BI-WEEKLY _____
WEEKLY _____	DAILY _____	BI-MONTHLY _____
OTHER _____		

DAY(S) TO USE FACILITY:

MONDAY _____	TUESDAY _____	WEDNESDAY _____
THURSDAY _____	FRIDAY _____	SATURDAY _____
SUNDAY _____		

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CONDITIONS OF APPLICATION: Access to Judson ISD facilities is the responsibility of each school principal. Key duplication is prohibited. In making this application, it is understood and agreed that the provisions of School Policy-Community Use of School Facilities as adopted by the Board of Trustees of the Judson ISD be adhered to in every instance. A complete copy of the Policy is available in connection with the use of school facilities.

The applicant hereby agrees and undertakes to save and hold harmless Judson ISD, its officers, agents, employees, students and volunteers from any and all claims for damages, personal or otherwise, that may arise out of the use of said property whether by a member of this organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise, is brought about or caused by negligence whether on the part of the applicant, the school district or both.

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with Judson ISD named as the Certificate Holder, indicating a minimum of one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, Judson ISD must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, Judson ISD reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the district, subject to approval by the Superintendent or designee.

DATE OF APPLICATION _____

DATE RECEIVED IN DISTRICT _____

APPLICANT AND/OR ORGANIZATION NAME _____

EVENT NAME/ FUNCTION TYPE _____

ADMISSION CHARGE: **YES** _____ **NO** _____

IF YES, ENTER ADMISSION CHARGE(S) _____

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CONTACT PERSON PHONE NUMBERS:

HOME _____ **CELL** _____ **WORK** _____

CONTACT PERSON E-MAIL: _____

EVENT INFORMATION NUMBER: _____

EVENT FAX NUMBER: _____

EVENT INFORMATION E-MAIL: _____

ESTIMATED NUMBER OF PARTICIPANTS: _____

CONTRACT COMPLETION BY: _____
(PLEASE PRINT REQUESTORS NAME HERE)

AUTHORIZED REPRESENTATIVE TITLE _____

AUTHORIZED REPRESENTATIVE SIGNATURE _____

MAILING ADDRESS:

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

APPROVED: _____ **DENIED:** _____

SUPERINTENDENT'S DESIGNEE SIGNATURE: _____

DATE ROOM SET-UP RECEIVED _____

FEE REQUIREMENTS: **YES:** _____ **NO:** _____

PAYING GROUP _____ **NON-PAYING GROUP** _____

TIER GROUP CLASSIFICATION **TIER I** _____ **TIER II** _____ **TIER III** _____

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Venue	Rental Rate per 8 hr. day	Overtime Rate/hr.
Main Theater	\$1400.00	\$162.50
Recital Hall	\$600.00	\$37.50
Other Rooms	\$300.00	\$37.50
Entire Building	\$3000.00	\$43.75

Staff	Hourly Rate
PAC Manager	\$35.00
Security	\$37.00
Technicians	\$10.00
Custodians	\$25.00

Note: Staff rates will be charged at double-time for events falling on a School Calendar Holiday.

PAC EQUIPMENT NEEDS LIST

Television_____	VCR/DVD_____	Overhead Projector_____
Data Connection_____	Lectern_____	Platform Risers_____
Choir Risers_____	Data Projector_____	Projection Screen_____
CD Recording_____	Wenger Acoustic Shell_____	

Equipment	Number
Wired Microphones (AKG)	_____
Wireless Hand-held Microphones	_____
Wireless Headset Microphones	_____
Rectangular Tables	_____
Chairs	_____
Music Stands	_____

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NOTE TO PAC RENTERS:

1. There will be **NO** food, drink, candy or gum of any type allowed in the PAC Auditoriums.
2. Each audience member must be seated in a fixed chair (Auditoriums only) prior to the start of the performance. Audience members may not be seated in the aisles. Renter must provide adequate security and ushers.
3. Gaffer's tape and spike tape only may be used in the PAC.
4. Rental shall be figured on an hourly basis over rental minimums. Rental rates are listed on page 10 of this form.
5. The rental period shall begin one hour prior to the arrival of the party that is utilizing the facility and terminates three hours after the party has completely vacated the facility to allow for set-up before the event and strike and clean-up after the event. Breaks in the rental period shorter than four hours will constitute part of the rental period. In the event that the renter must shorten the rental period, prior to the day of the event, the renter must give 30 days' written notice. Otherwise, the facility and labor charges designated will apply.
6. Rental rates shall be the same for set-up, rehearsals and performances.
7. The number of technicians required for an event shall be at the discretion of the PAC Manager based on venue. The technicians shall be paid based on the per hour rate listed on page 10. Technicians must be employees or students of Judson ISD.
8. The PAC Manager shall be paid on the per hour rate listed on page 10.
9. Fire, pyrotechnics, candles or open flames of any type are prohibited.
10. The use of glitter whether loose or in make-up or spray is prohibited.
11. The Use of Mylar balloons inside the Auditoriums is prohibited.
12. Performances lasting longer than 90 minutes will require an intermission of at least 10 minutes.
13. Custodial charges will be calculated and determined by the PAC Manager.

PERFORMING ARTS CENTER RULES AND REGULATIONS:

(SIGNATURE REQUIRED)

(DATE REQUIRED)