

Lancaster Independent School District
422 S. Centre Street
Lancaster, Texas 75416

ATHLETIC DEPARTMENT FACILITY USE AGREEMENT

___ charge ___ No Charge ___ Admin intls

This contract serves as an agreement to allow_____. It's clients, agents and suppliers (as Lessee) to use the following property:

Beverly D. Humphrey Tiger Stadium	___	LHS Main Gym	___
LHS Indoor Facility	___	LHS Rubber Gym	___
LHS Tiger Coliseum	___	LMS Rubber Gym	___
LHS Competition Gym	___	LMS Baseball Field	___
LHS Practice Gym 1 & 2	___	LMS Track	___
LHS Baseball Field	___	Practice Field	___
LHS Softball	___	Old Tiger Stadium	___
Practice Gym	___		

For the Purpose of:_____

Name of Organization:_____

Contact Name of Responsible Party:_____

Address:_____

City, State, Zip:_____

Contact Number of Responsible Party:_____

Email:_____

Injury Insurance through:_____

Applicant must provide copy of insurance policy/card or will be unable to lease said property.

RESERVATIONS: To reserve a Lancaster ISD Athletic Facility a deposit must be paid to book the event no exceptions. The deposit will be applied towards the rental or retained if rental is cancelled and a balance may be owed.

PLEASE NOTE – ALL RENTALS ARE ON A FIRST COME FIRST SERVICE BASIS.

PAYMENT: Payment of the estimated facility use fee will be required at least one week in advance. No refunds will be given for cancellations unless the cancellation is received in writing with 72 hours in advance of the rental.

In full consideration for all rights granted to lessee under this agreement, Lancaster ISD shall be paid a total amount of \$_____ payable no later than ____/____/____ for a ____/____/____ event date. A deposit is due 10 days prior to your event. If you cancel this agreement/contract 72 hours or less prior to your event date, you will FORFEIT your deposit. Property will be inspected after rental is complete. All monies are due in the form of a Cashier's Check and or Money Order made payable to Lancaster ISD-Athletic Department

USAGE: Lessee agrees to use reasonable care not to damage the above location and property. **Lessee may place all necessary facilities and equipment on the property, without any permanent attachments to the premises, and agrees to remove same along with generated trash or debris, and will leave the property in as good condition as when received.** Lessee agrees to confine parking to the designated parking lot. Parking on grass or any approved surface is not permitted.

CLEAN-UP: Lessee shall be responsible for cleanup and shall leave the facilities in the same condition as it was found. Custodian on duty will assist but it is not their sole responsibility.

INDEMNIFY: _____ (Lessee) hereby agrees to indemnify and hold Lancaster ISD harmless from any and all loss or damage to the property and liability incurred by or imposed upon Lancaster ISD directly resulting from injury or death of any person appearing on or about the above-mentioned premises directly or indirectly resulting from any negligence in connection with the use of said property and project. Lancaster ISD reserve the right to cancel this contract any time.

COPYRIGHTS: Lessee shall own all rights to all photographs, both motion photography and still photography, and sound recordings made on or about said premise and shall have the right to use such photographs and/or recordings in any manner that lessee may desire without any restrictions or limitations of any kind. We hereby understand this is the entire agreement and authorize _____ with full consent to utilize the premises starting at _____(a.m. or p.m.) as scheduled above.

Let it be understood that as evident by my signature below, I _____ am fully authorized to execute this agreement, on this date of ____/____/____.

DURATION:

Start Date ____/____/____ Time: ____-a.m./p.m. End Date: ____/____/____ Time ____ (a.m./p.m.)

Days to be used: ___Sun ___Mon ___Tues ___Wed ___Thurs ___Fri ___Sat

SECURITY: SECURITY MUST be provided during the rental event. This cost is in addition to the contract amount quoted. Provided only through the LISD Police Department will be 2 or more Officers at a fee of \$35 per hour per Officer depending on the number of people that will be present during the event including participants. LISD Custodians will be provided at a fee of \$25 per hour per custodian.

ADDITIONAL FEES: Additional fees that may be charged depending on the type of event:

Field Lining	_____	Over allotted time penalty rate	_____
After Hours/Holiday Fee	_____	Lights	_____
LISD Police	_____	Custodian	_____
Portable Clock	_____	Facility Manager	_____

SPECIAL INSTRUCTIONS OR SET UP REQUESTED: _____

LANCASTER ISD FACILITIES RENTAL POLICY

The taxpayers of the Lancaster Independent School District are proud of the district’s facilities and have a vested interest in the maintenance and upkeep of the buildings and grounds. The management of these facilities has been placed in the hands of the Board of Trustees, or their designee, where accountability for the utilization and security is paramount.

All facility use must be scheduled through the central office of the Director of Athletics

Guidelines for facility use are clearly established in the Texas Education Code (37.195, 37.125, and 45.033) and District Local Policies GKA, GKB, and GKD. In compliance with these codes and policies, the Lancaster Independent School District has established the following procedures for facility rental.

The programs and events of the district will ALWAYS take priority over any rental.

The district will revoke its permission to use any facility at any time when it is determined that a group’s use creates instructional conflicts, damages or threatens to damage school property, or violates board policy and/or administrative regulations. This includes, but is not limited to, UIL activities, construction projects, and building maintenance programs.

GENERAL FACILITY USE AND RENTAL RESTRICTIONS:

- Rental availability is on a first come first service basis.
- Monday through Saturday activities. NO Sunday rentals will be allowed.

- NO rentals will be allowed on designated school holidays or holiday weekends. (A district calendar is available.)
- Instructional classrooms, libraries, resource areas and computer labs are NOT available.

GENERAL RENTAL GUIDELINES:

- All cafeterias will be rented “as is”. Any rearrangement of cafeteria furniture will require a set-up fee as identified on the application.
- The district will provide one microphone and stand in the basic rental package at the elementary and middle school campus. Additional equipment will be charged as identified on the application.
- Use of district owned audio-visual equipment (i.e. overhead projector, screen, TV, VCR) would require additional charges as identified on the application.
- One member of the LISD Administrative Staff/Stadium Manager will be required for each rental. Included in fees shown on application.
- **The renter shall operate a permanent place of business or have established a permanent residence within the district boundaries.** A post office box to establish a district address is not acceptable. The majority (**51%**) of its active members must also reside within the district boundaries. District may ask renter to verify all of the above with documentation.
- **The district disclaims any affiliation with the renter.** The renter understands that the district, by permitting use of its facility(s), does not support, advocate, or endorse the renter’s religious, political, or social philosophy. The renter understands that this disclaimer is to be included in all promotional and advertising material.
- **Any renter using school facilities shall provide an original Certificate of Insurance, with the district named as the Certificate Holder, indicating a minimum \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability Coverage.** The district shall be named as an additional insured on the certificate of policy. The insurance carrier must hold a minimum of “Secure Rating” from the A.M. Best Company. Additionally, the renter shall hold the district harmless for any claim or claims by any participant, sponsor, spectator or any other person on/in the facility(s) as a result of or in connection with the intended use, and the renter shall indemnify the district for any damage resulting from any and all loss of life, bodily injury, or property damage on/in the facility(s). This policy must remain in effect during the time of rental.
- **The district reserves all rights to the sale of concessions for any event held in district facilities.** This includes, but is not limited to, athletic events (indoor and outdoor), and any building rental. The LISD reserves the right to assign these concession rights to individual campus organizations or to groups deemed affiliated, through special arrangements, with the City of Lancaster and the Department of Parks and Recreation. Renters that desire to sell concessions during their facility rental will be required to comply with the district procedures for concessions. The use of district facilities by outside groups does not allow for the early delivery of supplies and/or equipment associated with the sale of concessions. Neither will the district be responsible for storage of same following the completion of a rental agreement. No district equipment may be used during the sale of concession, including but not limited to ice machines, food warmers, popcorn poppers, nacho warmers or coffee makers. Concession stand access and use is not included with stadium, gym or field rentals.

- **All district facilities are gun free, smoke free, drug free and alcohol free.** The sale or consumption of these items will not be permitted on school premises.
- The **use of facilities by any district employee that generates private income** for the employee or any participant in the activity, shall be subject to all other policies herein. All camps, clinics, workshops, tutorial programs, and leagues not required for competition in UIL or district sanctioned student activities will be assessed a participant fee of \$8.00 per registered participant. This fee is applicable for each five-day camp, clinic, tutorial programs, or workshop. Events that have extended sessions will be assessed fees on a pro-rata basis.
- The use of facilities for **fundraising activities by school district groups** must have prior approval of the campus principal and a formal application for use must be submitted to the district facilities rental administrator for approval. Approved events and groups will not be subject to rental fees, but will be assessed charges related to security, administrative supervision and custodial charges.
- The use of facilities for **fundraising activities by non-district groups** will be considered a rental and subject to all rental policies and fees. For approval, 80% of all funds raised must be retained for use within the local school district boundaries and benefit a local Lancaster non-profit group or organization.
- Fees established represent charges for venue preparation, administrative personnel during the event, and use of the areas designated on the approved rental agreement.

GUIDELINES SPECIFIC TO GYM USE AND RENTALS:

- **Competition and spectator gymnasium** rental will be limited to events intended for indoor related activities and subject to **ALL** guidelines for facility rental. Gymnasium rental will be contingent upon application and review for each individual event and renter. All gymnasium rentals are subject to the approved district schedule for fees.
- **Competition and spectator gymnasiums** are defined as Lancaster High School Tiger Coliseum, Competition Gym, and Practice Gym. Spectator Gyms at ALL Middle and Elementary Schools
- No furniture will be allowed on gymnasium floors without protective cover.
- Non-district related events will not be allowed in any gymnasium (competition or spectator), without an approved rental agreement.
- Scoreboard use requires a designated district trained operator at the listed fee schedule.
- PA system use requires set up and supervision by a trained school district representative at the listed fee schedule.

GUIDELINES SPECIFIC TO COMPETITION FIELD RENTALS:

- Fields available for rental include Beverly D. Humphrey Tiger Stadium, Indoor Athletic Facility, Baseball and Softball.
- Priority use of the Beverly D. Humphrey Stadium are given to UIL practices, games and playoffs.
- Applications for field rentals are on a first come, first serve basis with priority given to the first application received that includes the rental security deposit.

- Field use and availability on inclement weather days is at the sole discretion of the district administration and the onsite administrator.
- Scoreboard use requires a designated district trained operator at the listed fee schedule.
- Stadium PA use requires set up and supervision by a trained school district representative at the listed fee schedule.
- Use of stadium lights is at the listed fee schedule.
- A designated district custodian is required to be on duty during all events. See fee schedule.
- Use of stadium concession stands is **not included** with field rentals since equipment and supplies in these areas are the property of the individual campus.

RENTAL OF ANY DISTRICT OWNED FACILITY WILL REQUIRE:

- Submission of a completed Application for Facilities Rental at **least 45 days** prior to the desired date. There will be **NO exceptions** to the 45-day requirement.
- Include a **Certificate of Insurance** with application as defined in the base guidelines.
- All cashier or money orders must be made payable to the Lancaster ISD-Athletic Department.

RENTAL APPLICATIONS AND PAYMENTS SHOULD BE MADE PAYABLE TO:

Lancaster ISD – Athletic Department, located at Beverly D. Humphrey Tiger Stadium, 200 E. Wintergreen, Lancaster Texas 75134.

[SIGNATURES BELOW – THIS SPACE WAS INTENTIONALLY LEFT BLANK]

SIGNATURES

This contract for use of facilities must be completed and signed by the authorized representative of the organization (21 years of age) who will be on site during the entire event, responsible for any and all damages, who will oversee all terms and conditions contained in this contract.

NOTES ABOUT VIDEO BOARD/SCOREBOARD USE:

Use of the video board, and scoreboards are based on staff and equipment availability. Athletics reserves the right to cancel the usage of the video board/scoreboard without notice. Lessee will not be charged if canceled by Athletics. Once the event has started, if boards are turned on, the full fee will be charged. Content for video must be created by lessee. Video board specs will be provided to the lessee. All images must be sent to the Coordinator of Visual and Media Productions at least two weeks prior to the event.

Signature means applicant has **ACCEPTED & AGREED** all terms of the agreement:

Lessee Signature: _____

Printed Name & Title: _____

Date: _____

LANCASTER ISD SIGNATURES

Director of Athletics:
Christopher Gilbert

Executive Director of Finance & Purchasing:
Marcy Moran

Executive Director of Athletics:
Beverly D. Humphrey

Chief Financial Officer Contact:
Leon Fisher

**Athletic Department Office located at the Beverly D. Humphrey Tiger Stadium
200 E. Wintergreen Rd.
Lancaster, Texas 75134
(972) 218-1835 phone (972) 218-1845 fax**

For Office Use Only		
Rental Charge Amount: _____	Date: _____	Received _____
Deposit Amount: _____	Date: _____	Received _____
Balance: _____	Date: _____	Received _____