



2018-2019
SCUCISD Facility Rental Agreement

The Schertz-Cibolo-Universal City Independent School District welcomes the use of our facilities by outside organizations/groups. Such use of District facilities shall not be permitted when it interferes with the educational program of any campus or District scheduled activities, including facility maintenance and/or repair projects. Use of District Facilities during the summer break and all holiday breaks is limited to SCUCISD school related organizations. No new school building will be rented during the first year in which it opens.

The District is a tax-supported non-profit organization established to serve the students and youth residing within the boundaries of the District. The District may, therefore differentiate among various categories of organizations/groups (such as youth groups, adult groups, non-profit organizations, for – profit organizations, and civic groups) in establishing the length of times that a facility may be used or the fee charged. School board policy, [GKD local](#), applies to all facility rentals.

Group Designations:

Group 1 – School Related

- School-sponsored clubs and activities
- Provides direct school support
- School related groups designated non-profit such as PTO, booster clubs, and educational foundations
- Local government agencies including elections that serve primarily SCUCISD students

A copy of the 501(c)3 status must be provided. District insurance requirements will apply.

Group 2 – Non-Profit 70% Community Organizations

- Youth sports, youth sport camps/clinics
- Other organizations having a recognized 501(c)3 status
- Educational, recreational and civic activities.
- To qualify for Group 2 fee schedule, at least 70% of the youth participating must attend SCUCISD schools. A roster of participants must be provided with a signed affidavit of compliance.

A copy of the 501(c)3 status must be provided. District insurance requirements will apply.

Group 3 – Non-Profit Organizations

- Youth sports, youth sport camps/clinics
- Other organizations having a recognized 501(c)3 status
- Educational, recreational and civic activities.

A copy of the 501(c)3 status must be provided. District insurance requirements will apply.

Group 4 – Commercial Organizations

- For profit organizations, companies, or individuals
- Religious groups/churches that have established congregations within the District
- Homeowner's Associations
- All other groups not included in groups 1, 2 and 3

Play-off Game Rental

- For neutral site play-off games between non-SCUCISD schools
- UIL tournaments

- Addendum to Facilities contract required

Long Term Use:

Organizations will be limited to a one- school year maximum contract for school use. If the long term use of a facility cannot be maintained through school district resources, the district may decline to rent the facility. If school district needs arise that require the long term rented facility, the rental may be cancelled.

Insurance:

The organization requesting the use of a district facility must furnish evidence of insurance coverage for the event(s). Required documentation includes 3 documents:

- 1) Copy of the Certificate of insurance that includes:
 - a) \$1,000,000 each for General Aggregate, Per Occurrence, Products/Completed Operations Aggregate, Personal/Advertising Injury Liability
 - b) \$100,000 for Fire Damage and \$5,000 for Medical Payments
 - c) Workers Comp at \$500,000 each for Injury by Accident, Disease/Policy Limit and Disease/Claim
- 2) Copy of the Endorsement to name SCUCISD as an additional insured (separate document)
- 3) Copy of the Endorsement to waiver subrogation against SCUCISD and provide 30 days written notice of cancellation or non-renewal (separate document)

Fees:

Rental fees are established to recover district costs of the physical operation of the facility. Rental Fees are due 5 business days prior to the event. For long term rentals, organizations will be billed monthly.

Utilities: Utility fees are based upon the type of facility requested and are included in the rental fee. Some facilities may be rented at the unoccupied HVAC district set points. Please review the Facility Usage Fee Schedule.

Custodial: There will be no custodial fees during regular operational hours. These hours are from the end of the school day until 8:30 p.m. on days when students are present. Organizations requesting the use of facilities beyond these hours will be required to hire custodial services to be provided by the district. Custodial fees are set at \$30 per hour. The District reserves the right to determine the number of custodians needed based on group size and event type.

Administrator: Administrator fees are set at \$40 per hour. The District reserves the right to determine the number of administrators or facilitators needed based upon group size and event type. Administrator responsibilities include being a responsible steward of district assets and ensuring renters obey all district regulations, policies and procedures located within the rental agreement.

Technical Personnel: Special campus personnel may be required to access school district equipment, for example auditorium lighting. Rate is \$30 per hour.

Security: Security fees are \$40 per hour and require a 4 hour minimum. The District reserves the right to determine the need for and the number of security officers required based upon group size and event type. Athletic events of 100 or more attendees are required to have security. Custodians and Administrators will not be considered security.

Application Processing Fee: Each organization that rents a district facility will be charged \$35 annually for application processing.

Campus: _____

Date(s) of event: _____

Facility/Space: _____

Time(s) of event: _____

Facilities:

Open areas: Areas that are open to the public are not rented. ([Administrative Regulation GKD](#))

Tennis Courts: Our tennis courts are open to the public on a first come first serve basis. They are not available for group use or rental.

High School Auditorium: Rental includes the auditorium and adjacent restroom facilities. If access to the sound and lighting system is required, a technical assistant must be included in the rental. We only allow our fine arts sponsors to operate the sound and lighting systems. Rental includes HVAC at district occupied set points.

High School Cafeteria: Rental includes the cafeteria and the adjacent restroom facilities. We do not rent our kitchen facilities. Rental includes HVAC at district occupied set points.

High School Gym: Our high school gyms are very busy. Because of this, we do not rent our high school gyms.

High School Stadium: Our high school stadiums are not rented except for school district neutral site play-off games. See School District Playoff Rentals Process on our website.

High School Baseball/Softball Field: Our baseball and softball fields are our competition fields and require a significant amount of maintenance. As such, these fields are not for rent.

High School Practice Field: These soccer/football fields are located behind the stadium at Byron Steele High School and at the Shelton complex. Rental includes the adjacent restrooms. These fields are only rented for games. Rental does not include lights, scoreboard, special mowing or field lining.

Junior High School Stadium: We do not rent our Junior High School stadiums.

Junior High School Cafetorium: Rental includes cafeteria, stage area, and adjacent restrooms. If access to the sound and lighting system is required, a technical assistant must be included in the rental. We only allow our fine arts sponsors to operate the sound and lighting systems. Rental includes HVAC at district set points.

Junior High School Gym: Rental includes the gym and adjacent restrooms. Rental of the gym does not include locker rooms or concession stands. Rental includes HVAC at district set points.

Classrooms: Classroom rental includes the classroom and the nearest restroom facility only. Classrooms are rented per the number that are needed. Rental includes HVAC at district occupied set points.

Intermediate/Elementary School Gymnasium: Rental includes the gym and restroom facilities. These gyms may be rented at district occupied or unoccupied set points.

Intermediate/Elementary School Cafetorium: Rental includes the cafeteria, stage area and restroom facilities. We do not allow the use of district audio/visual equipment in these facilities. These cafeteriums may be rented at district occupied or unoccupied set points.

Cancellation of an event or activity requires at least 72 hours notice. If applicant fails to provide 72 hours' notice of cancellation, fees will not be refunded.

Schertz-Cibolo-Universal City ISD General Rules & Regulations

1. Groups or individuals wanting to rent SCUCISD facilities must complete the online Facility Use Application.

2. Priority for rental requests will be based upon a category in which the request falls. The priority order will be Group 1, Group 2, Group 3 then Group 4.
3. The following documentation must be submitted before the request will be processed:
 - a. Facility Use Application packet completed and signed
 - b. Current insurance documents (3 documents – Certificate of insurance and 2 endorsements)
 - c. A roster of student participants for any group requesting Group 1 or 2 rates
 - d. A copy of the 501(c)3 status from the Office of the Secretary of State, if requesting non-profit status.
4. It is the sole responsibility of the renter to provide these documents. No reminders will be issued.
5. Indoor facilities will not be rented during the summer break, on school holidays, or the weekend immediately preceding or following those designated holidays.
6. All users of school district facilities shall ensure that:
 - a. Permission to use the facility or any portion thereof shall not be transferred to a third party.
 - b. District facilities are left neat and in orderly condition ready for the next school day.
 - c. All users of the facilities understand that security cameras are in place and can be reviewed if necessary.
 - d. Smoking or the use of tobacco products is not allowed on school property. This includes school buildings and grounds, even when school is not in session. Authorized agents for the organization using school district property are responsible for enforcing this policy.
 - e. No alcoholic beverages, intoxicant or controlled substances in any form may be brought onto school district property. Any person under the influence of alcohol will be denied participation in any activity.
 - f. Under no circumstances will Firearms be allowed on school district property.
 - g. All users of facilities must adhere to all fire codes. No open flames will be permitted on or in school district property.
 - h. Only the designated areas in the application shall be used. No food or drink without prior approval.
 - i. Classroom materials and school equipment will not be permitted for use without prior approval.
 - j. Do not allow anyone into the building who is not part of your activity or event.
 - k. Children must be supervised at all times.
 - l. All areas are to be left in a clean and orderly condition after use. All tables, desks and chairs will not be moved without prior approval.
 - m. The applicant agrees to abide by the hours stipulated in this application and will be expected to have all individuals participating in the activity out of the building at the agreed upon time.
 - n. Any application for the use of a district facility may be revoked without prior notice where conflicting dates have resulted or where need of the property for public school purposes has subsequently developed. In the case of a schedule conflict, first priority will be given to the school function and will suspend this application.
 - o. No pets will be allowed on district property with the exception of guide dogs.
 - p. The applicant agrees that they will be financially responsible for any damages or losses sustained to the building, furniture, equipment or grounds, accruing the occupancy of use of said facilities. Damages or losses will be reported immediately to the district.
 - q. Any changes to this application must be submitted in writing and approved before the event.
 - r. Violation of any of the above rules/regulations shall be justification for immediate termination of the event and denial of future use requests.

- s. An invoice will be sent to the email address on this application.

In accordance with the requirements of the Schertz-Cibolo-Universal City ISD policy for facility usage, I hereby waive all rights of subrogation against the Schertz-Cibolo-Universal City ISD, its Board and employees.

I certify that I have been duly authorized by the organization to act on its behalf in making the application for use of facilities. I also certify that I have read the above rules and regulations, condition and terms of this application; and that I, and the organization which I represent, will abide by them and all other rules and regulations which are communicated to us by the SUCCISD Board of Trustees and its authorized agents.

Signature of Applicant Representative

Date

Printed Name

Address for Billing

Telephone Number

City

State

Zip

**Schertz-Cibolo-Universal City ISD
Hold Harmless & Indemnity Agreement**

The undersigned, _____, agrees to hold harmless and indemnify the Schertz-Cibolo-Universal City ISD, its Board members, officials and their respective employees against any and all claims and demands or actions which may hereafter at any time be made or instituted against the Schertz-Cibolo-Universal City ISD, its Board members, officials and/or any of their respective employees which may arise out of the use of any school property or facility by the

_____.

The undersigned, _____, hereby releases and forever discharges Schertz-Cibolo-Universal ISD, its Board members, officials and any respective employees who might be claimed to be liable for any and all claims, demand, damages, actions, causes of action, suits, judgments, or executions by reason of any losses incurred during the use of a Schertz-Cibolo-Universal City ISD property or facility which may arise out of the use of such property or facility by the

_____.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

ACKNOWLEDGED AND AGREED:

Authorized Signature

Date

Organization Name