

# EAST CHAMBERS ISD

## FACILITY USAGE STATEMENT

Public school buildings are provided primarily for the regular educational program of the East Chambers Independent School District and they must be maintained at all times in a satisfactory manner for this essential purpose. The Board of Directors has attempted to provide maximum use of public school facilities within the framework that will assure the taxpaying public that school facility use is in no way detrimental to the regular educational program. East Chambers Independent School District (ECISD) Facilities are available for use for limited non school events by the community. The East Chambers Independent School District reserves the right to accept or reject any requests not in the best interest of the District. All ECISD policies as well as applicable State and Federal Laws remain in force and must be followed when using ECISD facilities for non-ECISD events. Policies include GKD Legal, GKD Local, DGA Local, FM Legal, FM Local, FNAB Legal, FNAB Local, GE Legal, GE Local, and others.

In brief, the following groups may use the facilities when these activities do not conflict with school use/ECISD events, Board Policy, or the best interests of the District.

- Category I – Direct School Support Organizations (PTA, Booster Clubs, Band Parents, etc.)
- Category II – Youth Organizations (Boy/Girl Scouts, FCA, Little Dribblers, Youth Football, etc.)
- Category III – Nonprofit Community Service-Oriented Organizations (Volunteer Fire Departments, TRF, Volunteer Neighborhood Associations, etc.)
- Category IV – Nonprofit, Noncommercial Organizations (Churches, Homeowners Associations, etc.)
- Category V – Governmental Entities (TBCD, Chambers County, Hospital District, Federal, State, and Local Legislators, etc.)
- Category VI – Universities, Colleges
- Category VII – For Profit, Commercial Organizations (Businesses, Corporations, Dance Studios, Day cares, etc.)

### **Charges per category:**

Category I, II, and VI– No charges

Category III and V – No facility charge, charges for support personnel only

Category IV – Facility rental charges apply as well as support personnel fees

Category VII – Facility rental charges apply as well as personnel fees

## FEE SCHEDULE FOR NON-SCHOOL FACILITY USE

FACILITY NAME	HOURLY RATE	SPECIAL RATE
High School Gymnasium	\$500/hour plus school personnel charges	\$1000/playoff game with school personnel charges included
Professional Development Center (PDC)	\$75/hour plus school personnel charges	N/A
High School Auditorium	\$125/hour plus school personnel charges	N/A
Elementary Cafetorium	\$100/hour plus school personnel charges	N/A
Football Stadium/Track	\$500/hour plus school personnel charges	\$1000/playoff game with school personnel charges included

### SCHOOL PERSONNEL CHARGES

Custodian rate           \$25/hour per custodian  
Maintenance rate       \$25/hour per maintenance employee  
Technical support rate   \$50/hour per employee

*East Chambers ISD will determine the number of school personnel needed to support the use of its facilities based on the type of event, time and date of the event, number of persons in attendance, assistance requested, and other relevant factors. Such determination will be made prior to the rental, and such cost will be set forth in the rental agreement.*

Refer to Board policy GKD (Local) and GKD (Legal) located at [www.eastchambers.net](http://www.eastchambers.net) for East Chambers ISD’s official policy regarding Nonschool use of School Facilities

**REQUEST FOR NON-SCHOOL USE OF DISTRICT FACILITIES  
EAST CHAMBERS ISD**

Name of Organization \_\_\_\_\_ Today's Date \_\_\_\_\_

Authorized person making application: \_\_\_\_\_

Office/Home phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Mailing address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Non-profit \_\_\_\_\_ Profit \_\_\_\_\_ Liability Insurance Yes \_\_\_\_\_ No \_\_\_\_\_

(A copy of insurance policy is required. Please submit)

*Signature of organization Representative* \_\_\_\_\_

*Title* \_\_\_\_\_

**Requested Information**

Date(s) \_\_\_\_\_

**Facility requested (please circle your choice)**

High School Gymnasium

Professional Development Center

High School Auditorium

Elementary Cafetorium

Football Stadium/Track

Day(s) of the week requested: \_\_\_\_\_

Time(s): (Please include all Set-up and Clean-up times) From \_\_\_\_\_ to \_\_\_\_\_

Total Rental Hours \_\_\_\_\_

Please describe the nature of the activity

\_\_\_\_\_

Please list any special needs regarding the rental of the facility (ex. – special lighting and or sound, scoreboards, etc.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Application must be initiated at least 10 days prior to the date(s) requested.

PAYMENT DUE AS  
STATED IN THIS  
AGREEMENT

East Chambers Independent School District  
1955 State Highway 124  
Winnie, Texas 77665

INSURANCE CERTIFICATE  
TO BE ATTACHED TO  
RENTAL AGREEMENT

**FACILITY RENTAL AGREEMENT**

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Facility: \_\_\_\_\_

Date(s) of Use: \_\_\_\_\_ Time(s) of Use: \_\_\_\_\_

Total Cost of Rental: \_\_\_\_\_ Payment due on: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_ Number in Attendance: \_\_\_\_\_

The renter agrees to comply with all of the following terms and conditions in using any East Chambers ISD (“the District”) facility:

1. Upon completion of this use, the renter will be responsible for restoring the facility to its condition prior to this use.
2. The District may cancel a scheduled non-East Chambers ISD use if an unexpected conflict arises with a District activity.
3. The District may revoke its permission to use the facility at any time it is determined that a renter’s use damages or threatens to damage school property or violates District policy and/or administrative regulations.
4. The renter will not allow the possession or use of alcohol, firearms, or illegal drugs or the use of tobacco products on District property.
5. The renter accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the renter.
6. The renter assumes full responsibility for the conduct of any and all persons using the facility during the rental.
7. The renter agrees to assume all liability, release, hold harmless and, to the extent permitted by law, indemnify the District, its Trustees, employees, and agents from any and all liability arising out of the renter’s use of District facilities.
8. At the time of application, renter shall provide District a Certification of Insurance evidencing the following insurance coverages, showing District as additional insured: general liability insurance including products, completed operations, independent contractors & contractual liability coverages with aggregate, occurrence & personal injury limits of \$1,000,000; fire damage limits of \$500,000 & medical payment limits of \$5,000. If renter’s employees will be on District

facilities, Workers' Compensation insurance is also required, with limits of \$500,000. General liability insurance and workers' compensation insurance shall include Waiver of Subrogation clause in favor of the District. All policies shall contain an endorsement stating that the insurance company shall not terminate the policy or change any coverage therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination. *Any waivers to all or part of this paragraph must be in writing and signed by the District Superintendent.*

9. At no time shall the facilities be used without the presence of a representative of the District.
10. School equipment will not be removed from the premises.
11. The renter understands that in addition to payment due under this Agreement, a ten percent (10%) cancellation fee will be assessed for failing to show (any personnel costs incurred will be added to cancellation fee) or for any rental event cancelled with less than (5) five business days notice.
12. Materials distributed by organizations engaged in promoting a product or service shall have a written statement in the materials that the products or services are not sponsored or endorsed by the East Chambers Independent School District.
13. The renter is aware of the current East Chambers ISD Facility Rental Policy and by signing below agrees to comply with the terms of this Agreement and East Chambers ISD Policy.

MAKE CHECK PAYABLE TO: East Chambers Independent School District

\_\_\_\_\_  
Signature: Superintendent or Principal

\_\_\_\_\_  
Signature: Authorized Agent for Renter

Date: \_\_\_\_\_

Date: \_\_\_\_\_