

Brazosport ISD Facility Rental Agreement Packet

Brazosport ISD now partners with Facilitron, a facilities management platform to streamline all facility rentals. Please log in to <https://www.facilitron.com/bisd77531> to create all reservations.

Effective: July 2023

- New renters need to create a username and password on the Facilitron website.
- Specific details such as dates, times, special equipment and security needs will be included in the reservation on the Facilitron platform.
- Groups will upload evidence of liability insurance with limits of \$1,000,000; fire damage limits of \$500,000 & medical payment limits of \$5,000. General liability insurance shall include Waiver of Subrogation clause in favor of the District to the Facilitron platform.
- Payment can be made to Facilitron by credit card, which includes a 3.5% credit card processing fee, echeck, Paypal, or by mail.
- A 7-day advance notice is required for all rentals.
- Reservations are made on a "first-come, first-served" basis.
- Brazosport Independent School District reserves the right to reject any requests not in the best interest of the District.
- If you have any questions regarding these procedures or guidelines, please contact the Campus Principal/Facility Designee.

Group Classifications

Category A	Approved school activities, public elections, and school related groups To include organizations such as: <ul style="list-style-type: none">● FFA● PTO● Booster Clubs● School sponsored Activities and clubs
Category B	Organized "LOCAL" non-profit, community, religious, educational development, cultural and private groups; and groups with special arrangements with the Brazosport Independent School District Category B groups will receive a 20% discount of listed fees
Category C	For- profit groups and organizations such as: <ul style="list-style-type: none">● Commercial Sports Camps● Dance Studios● Karate Studios

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Contact: Facilitron <https://www.facilitron.com/bisd77531>

Campus Principal/Facility Designee

Purpose

School facilities are designed for school purposes and may be used by school related student groups and parent organizations without charge. To permit and encourage the fullest use of all school facilities in a manner that will serve the needs of the community, the Board may set and collect rentals, rates and charges for the use of any district facility. The purpose of this regulation is to establish a process for facility use and rental, in alignment with Board Policy GKD.

Scope of Use

Brazosport Independent School District shall permit the non-school use of designated facilities for non-profit educational, cultural, recreational and civic activities as freely as is consistent with the statutes, the primary purpose of the schools and the rules and regulations of the Brazosport Independent School District. The Brazosport Independent School District reserves the right to reject any requests not in the best interest of the district.

District facilities shall be made available for use based upon classification and priority of groups as specified in this Regulation. All national, state, and local laws and rules of the police and fire department must be complied with by persons or organizations using District facilities.

Groups and organizations using District facilities are responsible for ensuring that all individuals attending the function stay within the areas of the facility that have been specifically reserved for their event.

All unlocked, outdoor recreational facilities shall be available during daylight hours for general public use when not in use by the District or for a scheduled non-school purpose. Scheduled non-school renters should maintain their approved Facility Use Permit while present on the campus. Overnight use of the facilities by the general public is prohibited. Public complaints concerning general public use of unlocked, outdoor recreational facilities shall be directed to the campus principal.

Conditions

The following guidelines shall apply to all non-school groups desiring to use facilities in accordance with policy GKD[Local] and policy GKD[Legal] and applicable administrative regulations.

1. All renters shall restore the facilities to the condition in which the group found them prior to use. Designated administrators may use checklists or other means to document the original conditions.
2. The District may cancel a scheduled non-school 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 Board policy and/or administrative regulations. Use of public school facilities for subversive purposes, or for any purpose not in the public interest is prohibited.
4. All renters shall comply with applicable policies, administrative guidelines, and fee schedules established by the District for the facility being used. Any group that does not comply with appropriate policies and guidelines shall be denied further use of District Facilities.
5. All rental time shall be computed from the time requested opening to closing of the doors. Persons lingering in the building shall be the responsibility of the renting agency and closing time shall be the time when all persons associated with the rental have left the building. Fees will be adjusted for additional time.
6. All applicable fire and safety regulations of the Brazosport Independent School District, local municipalities and the State of Texas must be followed at all times.
7. The renter will not allow the possession or use of alcohol, firearms, or illegal drugs, or the use of tobacco products, on District property.
8. The renter assumes full responsibility for the conduct of any and all persons using the facility during the rental.
9. The renter shall pay for any damages to the property. Misuse or abuse of equipment or facilities shall result in immediate denial of further use.

10. The renter agrees that to assume all liability and shall defend, hold harmless, and indemnify the Brazosport Independent School District, Board of Education, employees, and agents from any and all demands, claims, suits, action, and legal proceedings brought against it from the use of the facilities.
11. At the time of application, renter (non-campus based & commercial groups) shall provide District a Certificate 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. General liability 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. This agreement is considered a contract whenever any Certificate of Insurance provides Waive of Subrogation and Additional Insured coverages in favor of Brazosport ISD when "required by written contract". Copies of Waiver and Additional Insured endorsements must be included.
12. A representative of the school district shall be on duty at all times during the rental of District facilities. Only authorized employees of the District shall be permitted to have keys to District facilities.
13. Events open to the public or events at which a large number of participants are expected may require the use of security personnel. The District will engage the security personnel when they are required; however, the user will be charged for the service at the current rate per hour, per guard, with a three-hour minimum.
14. School equipment will not be removed from the premises.
15. Gymnasiums shall be rented only where adequate protection of the gym floor and participants is assured by the renting agency. The renting agency shall pay for any damages caused to the gym, equipment, or floor.
16. Applicants who fail to give the District written notice of cancellation at least twenty-four hours in advance of the scheduled activity will be responsible for the same costs that would have been incurred had the activity been held as scheduled. If notice of cancellation is made by telephone, a written confirmation of this cancellation must be forwarded to the Campus Principal/Facility Designee. Cancellation made 24 hours in advance will receive a refund of all fees paid minus \$25 processing fee.

17. Materials distributed by organizations engaged in promoting a product or service shall have a written statement that the products or services are not sponsored or endorsed by the Brazosport Independent School District.
18. Signs advertising the group's events or activities are permitted only during rental times. Signs are not permitted during normal school hours or overnight. Signs should comply with applicable District rules and city ordinances.
19. Rental of a cafeteria space does not include the kitchen. If a kitchen is needed, Brazosport ISD Child Nutrition staff must be hired.
20. Upon facility use approval, all organizations are required to have with them their permit of facility use which can be obtained on your reservation.
21. A church group requesting rental must be in the process of acquiring a permanent church site for a church building in the Brazosport area community. At the end of a six-month rental agreement, they must show proof of progress in purchasing a site. This proof must be brought to the Campus Principal/Facility Designee for the Brazosport Independent School District. Rental of a school facility for longer than 12 months shall only be upon approval of the Superintendent of School.
22. The Brazosport Independent School District reserves the right to revise rental rates and procedures at any time.

For Use of Brazosport ISD Athletic Facilities:

1. All persons entering the facility for business use must have a contract on file with Brazosport ISD Athletic office for the current year prior to facility use or an approved permit from the Facilitron online system.
2. All outside facilities are closed to the public during school hours and when being used by a school sponsored group.
3. Using the facilities for business or organized activities without approval of the district is prohibited
4. The use of natural grass fields is prohibited without approval of the district.
5. Pets are prohibited on all school grounds.

NOTE: The use of the District facilities will be on a "first-come, first served basis" with the understanding that the District use of the facilities takes precedence over its use by an outside group.

Types of Fees

There are three types of fees regulated by Policy GKD(Local). They include rental, Utilities Recovery, and Employee Cost Recovery. The rental fee is for the use of the facility. The Utilities Recovery fee is for the utilities expense for air conditioning, heating, and lighting. The Employee Cost Recovery fee is for any school personnel that is required or requested for each rental. Some facilities require specialized staff to assist and monitor use of each facility, for example, Performance Arts Centers require specialized staff to monitor or run the equipment at the facility. Fees associated with this staff is determined through the reservation process in Facilitron.

All fees are reviewed annually and updated when determined that they no longer cover the costs of renting facilities or the personnel expense to support said rentals.

Brazosport ISD categorizes renters into groups based on their composition, function, and other regulations in order to determine the rental rates that each group is charged for use of Brazosport ISD facilities. This classification is at the District's discretion based on GKD(Local) and groups are subject to the fees associated with the District's determination.

Group Classifications and Fees Associated

The Brazosport Independent School District has approved three categories for using school district facilities:

Category A	Approved school activities, public elections, and school related groups To include organizations such as: <ul style="list-style-type: none">● FFA● PTO● Booster Clubs● School sponsored Activities and clubs	Fees: Subjected to fees associated with additional staff that may be required based on the event they are conducting. If the event is during normal operating hours, no fees are charged. For weekends or after-hours events, appropriate Employee Cost Recovery Fees will be charged for custodial, police, or the like with the three-hour minimum and any additional hour as needed.
Category B	Organized "LOCAL" non-profit, community, religious, educational development, cultural and private groups; and groups with special arrangements with the Brazosport Independent School District	Fees: Non-campus-based student/community groups shall be charged a reduced usage fee. Any Employee Recovery fee will also be charged for any personnel needed for the usage as deemed necessary by the District.
Category C	For-profit groups and organizations such as: <ul style="list-style-type: none">● Commercial Sports Camps● Dance Studios● Karate Studios	Fees: Entities or Commercial/personal gain groups are subject to full usage fees as well as any Utility and Employee Cost Recovery fees.

Terms CKD[Local]

Category A	<ol style="list-style-type: none">1. The facility shall be used for the benefit of the children attending school in the District or for District employees.2. The group sponsor, chairperson, or leader shall be responsible for the facility being used.3. The cost for custodial services, police, and the like, with a minimum of three hours' service, shall be paid through the Facilitron website.4. The principal or designee may open his or her building to any of the groups that are not charged a rental fee and technically serve as custodian, thereby waiving the custodial charge.5. If the building is ordinarily open and there is a custodian on duty during the time that use is requested, there will be no custodial charge.6. No admission may be charged, collected, or taken, nor any other attempts made to raise money unless the funds are to be used to enrich the school program.7. The District waives the requirement that campus-based parent groups (i.e., Parent/Teacher Organizations and booster clubs) provide liability insurance for use of District facilities. However, the District does not insure these groups' activities and therefore encourages such groups to acquire insurance to protect them in the event of injury, damage, or other harm.
Category B & C	<ol style="list-style-type: none">1. Groups using a building for an occasion to which the general public is eligible to attend shall be held responsible for the treatment of the property on the part of the public during that time.2. At the time of application, the renter shall provide the District with a certificate of insurance evidencing the following insurance coverages, showing the District as an additional insured: general liability insurance including products, completed operations, independent contractors, and contractual liability coverages with aggregate, occurrence and personal injury limits of \$1,000,000; fire damage limits of \$500,000 and medical payments limit of \$5,000. The general liability insurance shall include a 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 cover-age therein prior to the policy expiration date without notifying the District, by registered mail, at least 30 days prior to such termination.3. All rental applications shall be accompanied by the appropriate deposit plus the total proposed rental fee. Any fees paid in excess of the amount used shall be refunded. If

	<p>the actual rental varies from the proposed rental and results in additional charges, the renter shall be invoiced for the remaining amount due the District.</p> <p>4. All rental applications shall be accompanied by all necessary current insurances, certificates, and permits that are required for the rental.</p> <p>5. Continuous rentals are subject to review by the Board and or administration annually and application shall be resubmitted to the principal or director by the renter or submitted via the District's online facility use request process.</p> <p>6. Continuous rentals may be subject to the full charge fee depending on the nature and extent of the particular use.</p> <p>7. If a renter needs to store equipment in the school facility between occupancy dates and the space is available, a charge of \$2 per day for each 100 square feet or major fraction there-of shall be charged.</p>
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Exceptions

- A. The Superintendent of Schools may grant exceptions to these procedures for athletic campuses conducted for the benefit of students on a case-by-case basis when no additional school funds are used to subsidize the campus.

- B. The Campus Principal/Facility Designee may grant limited free use to public service organizations that perform strictly public services, such as civic groups, Boy Scouts and Girl Scouts, *when custodial and other services are not required beyond the regularly scheduled duty* and when:
 - a. No additional school funds are used to subsidize these meetings, and
 - b. Request are for occasional use ONLY.