

RENTAL AGREEMENT

NON-SCHOOL USE OF SCHOOL BUSES

Wylie ISD agrees to allow _____ (“Lessee”) to use [number] __ Wylie ISD-owned school bus(es) on [date(s)] _____ between the hours of _____ and _____, under the following terms and conditions:

1. Lessee is a community or non-profit organization that works with public school age children in the operation of its programs and activities.
2. Wylie ISD bus(es) shall not be used for overnight trips. Specific approval from the Superintendent shall be obtained for any travel under this agreement.
3. Lessee will pay \$ _____ cents per mile for the total cost of rental and a \$250.00 deposit in advance. The deposit shall be applied to the total cost of rental and operation after final mileage is determined. Advance payment of the deposit must be made to Wylie ISD when the agreement is signed and at least seven days before the bus(es) will be used.
4. Payment of all amounts due for the reimbursement must be made within 15 days following the use of the Wylie ISD bus(es). Failure to make timely payment will make Lessee ineligible to use any Wylie ISD vehicles in the future.
5. Lessee will ensure that only persons with a valid Texas Commercial Drivers License (Class B with an “S” endorsement) and have a Texas School Bus Driver Safety Training certificate operate Wylie ISD’s bus(es) during the period of use. The driver should also have passed a Department of Transportation physical and undergone a driver’s license check and criminal history check.
6. Lessee may engage a Wylie ISD bus driver to operate the vehicle outside of the bus driver’s usual working schedule as an independent contractor to Lessee; however, Lessee shall be fully responsible for any compensation arrangement between Lessee and the driver. Lessee shall provide documentation of the driver’s credentials at the time the rental agreement is signed and the deposit is paid.

7. Lessee must provide a copy of a certificate of insurance from a company licensed to sell insurance in Texas to the Transportation Office at the time the agreement is signed and the deposit is paid, demonstrating that Lessee has coverage during its use of Wylie ISD bus(s) in the minimum amount of \$500,000 per bus occupied. Wylie ISD shall be named as an additional insured on the certificate of insurance.
8. Wylie ISD retains the right to revoke its permission to use Wylie ISD bus(es) at any time it determines that the scheduled use will conflict with instructional or extracurricular activities or will violate school policy or administrative regulations. Wylie ISD will promptly refund any deposit paid if it revokes this agreement under this paragraph.
9. Lessee agrees that it will not allow any possession or use of alcohol, firearms, or illegal drugs on Wylie ISD bus(es) and that it will not allow any tobacco use by any person on Wylie ISD bus(es).
10. Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement of damage done to Wylie ISD bus(es) used by Lessee.
11. Lessee assumes full responsibility for the conduct of any and all persons using the vehicle(s) during the rental period.
12. Lessee agrees, to the fullest extent permitted by law, to assume all liability and to indemnify Wylie ISD, its agents, and anyone directly or indirectly employed by Wylie ISD against all damage, liability, or cost, including reasonable attorneys fees and costs arising out of or in any way connected with Lessee's use of Wylie ISD bus(es) under this agreement.

Executed on _____, 200__.

Signature

Signature

Name Printed

Name Printed

Position

Position

Lessee/Group or Organization

WylieISD