

FRIENDSWOOD ISD
FACILITIES USE AGREEMENT

This Agreement is between Friendswood Independent School District (“District” or “Licensor”), an independent school district and political subdivision of the state of Texas, and **LIFEPOINT CHURCH**, (“Licensee”), collectively referred to as the “Parties.”

WHEREAS, the District owns and maintains the designated facilities (“District Facility” or “District Facilities”) and permits non-school use of such facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with District Board Policy.

WHEREAS, Licensee has requested use of a District Facility and the Parties enter into this Agreement in compliance with the requirements of District Board Policy GKD(Local);

NOW THEREFORE, For and in consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

I.
Licensed Premises

1.1 License For Facilities Use. In consideration of the mutual covenants and agreements of this License Agreement, and other good and valuable consideration, District grants to Licensee, a license to use the following District Facility and adjacent parking areas:

[C.W. Cline Elementary 1550 West Boulevard, Friendswood, TX 77546 Cafeteria, and Gymnasium] (“Licensed Facility.”) This Agreement does not entitle Licensee or Licensee's officers, agents, employees, contractors, students or invitees to enter, occupy, or use any other area, facility, or building owned or controlled by the District.

1.2 Permitted Use. Licensee may use the Licensed Facility for the following purpose(s) (“Event”):

- A. The Leased Premises shall be used only for religious services and community development and merchandise made and/or distributed by Licensee, and no other purpose; provided, however, Licensee may sell products and merchandise to end users on a limited basis during the normal course of Tenant’s business as presently conducted.

Licensee may use Licensed facility for no other purposes without the written consent of the District. In the event that Licensee uses the District Facilities for a significantly different purpose without District consent, this License Agreement may be immediately terminated by the District.

1.3 Licensee agrees that, in using the Licensed Facilities, it will obey (a) all applicable laws relating to the use, condition, and occupancy of the Licensed Facilities and (b) any

requirements imposed by utility companies serving, or insurance companies covering the Licensed Facilities. Licensee further agrees to abide by District Board Policy GKD (Local) and any applicable administrative regulations imposed by the District. By signing this agreement Licensee acknowledges it has received a copy of District Board Policy GKD (Local), has read the policy and understands the requirements stated therein.

- 1.4 Licensee shall not create any nuisance, interfere with the District's normal school operations, permit any waste or use the Licensed Facilities in any way that would be construed as hazardous, would increase the District's insurance premiums or void its policy.
- 1.5 Licensee agrees that it will exercise reasonable care in its utilization of the Licensed Facilities. In the event that the Licensed Facilities are damaged as a result of Licensee's use, reasonable wear and tear excepted, Licensee agrees to repair or provide for such repair and return the Licensed facility to the condition in which it was delivered to Licensee.
- 1.6 No food or drinks will be allowed in the Auditorium.
- 1.7 No glitter will be allowed in the facility.

II.

Terms of Agreement and Scheduling of Use

- 2.1 The term of this agreement and all rights and obligations of the parties under this Agreement shall commence **August 1, 2026**, upon the District's approval of a specific date and shall terminate on **July 31, 2027** This Agreement shall include the following optional renewal periods: **Option Year 2: August 1, 2027 – July 31, 2028.**
- 2.2 The District shall have first priority on facility use and may unilaterally cancel any agreement or particular dates covered within the agreement on any facility by giving notice twenty-four hours prior to a requested date or dates if the District determines that it must use the facility for a function related to the operation of the District.
- 2.3 Licensee and its officers, agents, employees, contractors, students, and invitees shall be entitled to enter the Licensed Facility, only upon those dates; Sundays.

III.

Regulation of Use

- 3.1 Licensee shall comply with local fire code requirements and ensure the walkways, entries, doors, passages, vestibules, corridors, stairways, and ramps of the Licensed Facility and the access way to utilities for the Licensed Facility are free of obstruction and are not used for any purpose that restricts ingress or egress to the Licensed Facility or access to or from the Licensed Facility by Event participants or emergency personnel.
- 3.2 POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES AND USE OF TOBACCO OR SMOKING, INCLUDING VAPING OR THE USE OF ELECTRONIC CIGARETTES, IN THE LICENSED FACILITY ADJACENT PARKING AREA OR

ELSEWHERE IN DISTRICT FACILITIES IS PROHIBITED AT ALL TIMES. A violation of this regulation that is not addressed appropriately can result in immediate termination of this license agreement and exclusion of the Licensee from the Licensed Facility.

- 3.3** Neither Licensee nor its officers, agents, employees, contractors, students, or invitees shall be permitted to bring into the Facility or onto the adjacent parking area any materials, substance, equipment, or object that is likely to cause injury to, or endanger the life of any person or that is likely to cause damage to property. The District shall have the right, in its sole discretion, to require the immediate removal of any materials, substance, equipment, or object that the Licensor determines constitutes a danger or hazard to person or property.
- 3.4** No special equipment, fixture, device, engine, or machinery may be installed or operated at or in the Licensed Facility, nor may any flammable or explosive substances (except for propane utilized in the concession stand) be brought into the Licensed Facility or onto the adjacent parking area without written amendment to this Agreement. No alteration of any nature may be made to the Licensed Facility.

IV.

Services, Personnel, and Equipment Provided by Licensor

- 4.1** At the sole discretion of the Licensor, the District may require security personnel to monitor the Event. Licensee shall be solely responsible for providing security personnel and safety personnel required for any Event(s). Additionally, if the venue is not left in order, as determined by Licensor, Licensor may employ custodial service for which Licensee will reimburse the cost to the District.
- 4.2** Licensee is responsible for sufficient oversight of the Licensed Facility during the term of this Agreement to maintain order, prevent damage to District property, and oversee the safety of Licensee employees, patrons, and invitees.
- 4.3** Licensee shall not remove any of Licensor's equipment, furniture, or other property from the Licensed Facility. **Tenant may only use the following Landlord owned equipment: Gymnasium/Cafeteria projector/screen and sound equipment. The stage light bar may be used but cannot be moved from its position and location. This equipment may only be used by trained personnel.** Tenant shall have the right to place personal property or equipment in and upon the Leased Premises, however all such property and equipment shall remain Tenant's property, and Tenant shall remove the same upon closure of each leased day. **No storage will be available.**

V.

Services, Personnel, and Equipment Provided by Licensee

- 5.1** Licensee is solely responsible for and will provide at Licensee's sole expense all usual and customary personnel necessary for hosting the Event. LICENSOR SHALL BE ALLOWED TO HAVE A DISTRICT MONITOR OR MONITORS AT THE EVENT IF LICENSOR, IN ITS SOLE DISCRETION, DEEMS NECESSARY AND AT THE EXPENSE OF LICENSOR.

VI.

Use Fee

- 6.1** As consideration for the use of the Facility and adjacent parking area, Licensee shall pay Licensor a Licensee Use Fee equal to **\$4,084.50** per month at the address for Licensor in the XI. Notice provision contained herein, or at such other place as Licensor shall designate from time to time in writing. The Base Rent shall be payable in advance, without demand, deduction or set off, for the entire term hereof.
- 6.2** In the event Tenant fails to pay any installment of rent or any reimbursement, additional rental, or any other payment hereunder as and when such payment is due, to help defray the additional cost to Landlord for processing such late payments, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment, reimbursement, additional rental or any other payment; and the failure to pay such late charge within fifteen (15) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Landlord's other remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner

VIII.

Control of Premises

- 8.1** By granting Licensee the use of the Facility and adjacent parking areas for Event under this Agreement the Licensor does not relinquish custody or control of such premises and retains the right for its authorized representatives to enter such premises at any time during use by Licensee.
- 8.2** On Monday through Fridays during school hours, excluding religious holidays on which District classes are not scheduled, Licensee is prohibited from displaying or broadcasting any religious symbols, text, messages, depictions, marketing materials or signage in any common areas of the District, or in any areas outside of the Licensed Facility. Any religious symbols, text, messages, depictions, marketing materials or other signage displayed or broadcasted in any Common Areas on Saturdays, Sundays, or religious holidays on which District classes are not scheduled, must, when not permitted to be displayed or broadcast herein, be stored in a location that is not visible from any portion of the District that may be used by District students or employee.

IX.

Laws, Regulations, Taxes, Fees, Licenses

- 9.1 At all times during the use of the Facility and adjacent parking area, Licensee and its officers, agents, employees, contractors, students, and invitees shall comply with all applicable state, federal, and local laws, and District Board policies. Licensee shall be responsible for the payment of all royalties, fees, services, and taxes payable as a result of activities under this Agreement and for obtaining all necessary licenses or permits.

X.

Liability, Insurance, Indemnification, and Immunity

10.1 Liability and Insurance.

- 10.1.1 The District shall have no liability whatsoever for the actions or failure to act by, or with respect to any claim or cause of action that arises from the actions or omissions of any officers, employees, invitees, agents or assigns of the Licensee, or with respect to the Licensed Facilities, and the Licensee covenants and agrees that Licensee shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the Licensee or its agents, officers, invitees, or assigns.
- 10.1.2 Prior to Licensee's occupancy of the Licensed Facility, Licensee shall provide a certificate of general liability insurance to the District evidencing coverage in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, naming Friendswood Independent School District as an additional insured and including a waiver of subrogation in favor of the District. Licensee shall be responsible for insuring its own personal property, contents and employees (including any workers' compensation), and the District shall have no liability or responsibility for Tenant's property or to Tenants or its employees or invitees. The Licensee must provide a certificate of such insurance to Licensor prior to occupancy of the premises or such use will not be permitted and the District will not be responsible for any resulting loss or liability incurred by Licensee.

- 10.2 Indemnification.** Licensee shall defend, indemnify, and hold the District harmless of and from any and all losses, damages, claims or expenses, including reasonable attorney's fees and costs arising out of a claim asserted by any person against the District for damage or injury to, or death, of any person or for property damage (including loss of use thereof) caused by any act, fault, omission, or neglect of Licensee or of any employee, agent, contractor or invitee of Licensee. The District shall not be liable to Licensee or to any officer, employee, agent, contractor or invitee of Licensee for any injury or damage to, or death, of any person or property damage for any reason whatsoever.

- 10.3 No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive any immunity from suit or liability enjoyed by the District or its past or present officers, elected officials, employees, or agents or employees. Nothing herein shall be construed as consent to suit by the District.

XI.

Conditions of Licensed Facility and Repairs

11.1 Licensee has examined and accepts the Licensed Facility in its present "AS IS" condition as suitable for the purposes for which agreed. As a material part of the consideration for the District entering into this Agreement on the terms set forth herein, Licensee accepts the Licensed Facility without representations or warranties, express or implied, including, without limitation, any warranty of merchantability or warranty of fitness for a particular purpose. Licensee acknowledges that it has been given a reasonable opportunity to inspect and investigate the Licensed Facility and that in using the Licensed Facility, Licensee is not relying on the District, or his agents, as to the condition of the Licensed Facility, including, without limitation, sewage facilities, foundations, soils and geology, size or suitability of the Licensed Facility for particular purposes, or that the Licensed Facility are in working order, and/or in compliance with any city, state, county and/or federal statutes, codes or ordinances.

11.2 Licensee shall not make repairs to the Licensed Facility unless specifically authorized by the Superintendent or CFO.

XII.

Notice

12.1 Any notice related to this Agreement shall be given via U.S.P.S., facsimile, or by personal delivery to the parties as indicated below:

TO DISTRICT: Amber Petree Chief Financial Officer, Friendswood ISD 302 Laurel Drive Friendswood, TX. 77546 Payments to: Hannah Rose Administrative Assistant – Facility Rentals 400 Woodlawn Dr. Friendswood, TX. 77546	TO LICENSEE: Stephen Kimpel, Pastor, LifePoint Church 2450 E. Main St. Suite H League City, TX. 77503
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XIII.
Assignment

13.1 This Agreement and the respective rights and duties of the Parties may not be assigned in whole or in part.

XIV.
Merger and Amendment

14.1 This Agreement constitutes the entire Agreement between the parties with regard to the subject matter and no prior or contemporaneous agreement, oral or written, shall be effective to alter the terms hereof. No amendment shall be effective unless reduced to writing and signed by an authorized representative of each of the Parties.

XV.
Law Governing Contract

15.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

XVI.
No Third Party Beneficiary

16.1 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this License Agreement shall benefit or obligate any person or entity not a party to it. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this License Agreement..

XVII.
Termination

17.1 The District may terminate this contract for convenience without cause sixty (60) calendar days following written notice to the Licensee. In such event, all funds advanced by Licensee in connection with a reservation in such event, if any, shall be refunded in full.

17.2 Should the use of the Licensed Facility be prevented or delayed by reason of an act of God, war, civil commotion, fire, flood, or other like casualty, strike, lockout, labor troubles, epidemic or similar event, restrictive governmental laws or regulations, unusually severe weather, or any other cause, not the fault of the District, the Licensee may, at its option and as its sole remedy, receive a full refund of any Licensee fee advanced or reschedule the Event at an acceptable date in the future, if possible.

[Signatures on following page]

AGREED:

LICENSOR:

Friendswood Independent School District

By: Amber Petree,
Name

Date: _____

CFO
Title

LICENSEE:

LifePoint Church

By: Stephen Kimpel
Name

Date: _____

Pastor
Title

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

Scope of Use

The Board permits public use of designated school facilities for educational, recreational, philanthropic, religious, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
 - Use of facilities for school-sponsored and school-related activities: FM
 - Use by noncurriculum-related student groups: FNAB
 - Use by District-affiliated school-support organizations: GE
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Repeated Use

School facilities shall not be used on a continuous, permanent basis by an individual, group, or organization other than for school-related purposes.

School facilities shall not be used by organizations on a regular basis for a period longer than one year.

Exceptions

The Superintendent may approve a request for an extension of time beyond one year if the organization has a facility nearing completion or has plans for completion within a reasonable time.

The limitations at REPEATED USE, above, shall not apply if the Board determines that a particular facility is no longer needed for school-related activities.

Facilities Not Available

Kitchen facilities may not be used by any group during regular serving and working hours, which shall normally be from 7:30 a.m. to 2:00 p.m.

Kitchen and other cafeteria facilities shall not be available for use during official holidays or during summer recess without special permission from the Superintendent.

Nonprofit Fund-Raising

The District shall permit nonprofit organizations to conduct fund-raising events on District property when these activities do not conflict with school use or with this policy.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

For-Profit Use	The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.
Scheduling	Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis. Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.
Approval of Use	The principal is authorized to approve use of facilities on a school campus. The Superintendent or designee is authorized to approve use of all other District facilities except athletic facilities. The athletic director is authorized to approve use of District athletic facilities. Use of all facilities shall be coordinated with the facilities manager.
Exception	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
Emergency Use	In case of emergencies or disasters, the Superintendent or designee may authorize the use of school facilities by civil defense, health, or emergency service authorities.
Use Agreement	Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.
Fees for Use	Nonschool users shall be charged a fee for the use of designated facilities, according to the approved fee schedule. The Board shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.
Summer Camps	At his or her discretion, the Superintendent or designee may authorize an organization to conduct a summer camp for children residing in the District's attendance zones. The organization shall be charged a fee according to the approved fee schedule.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

Exceptions

The approved fee schedule shall establish priority classifications for facility use and shall specify the fees to be assessed, if any, for each classification based on the type of use requested.

The District recognizes that employee organizations and groups organized for the express purpose of supporting District activities and/or programs provide a benefit to staff, students, and campuses. As a result, these groups shall be permitted to use District facilities without charge.

Organizations that are exempt from facility rental fees include:

1. Organizations representing professional, paraprofessional, and support employees.
2. District-affiliated, school-support, booster, or parent-teacher organizations.
3. School-sponsored, curriculum-related groups.
4. Noncurriculum-related groups [see FNAB].

Even though fees may not be assessed, these organizations shall still be required to receive prior approval for the facility use from the appropriate campus facility administrator.

Required Conduct

Persons or groups using school facilities shall:

1. Conduct business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

Liability Insurance

An individual and/or organization using school facilities shall demonstrate to the satisfaction of the Superintendent or designee that the individual and/or organization possess adequate liability insurance. The user shall furnish evidence of \$1 million in liability insurance coverage for the event and shall name the District as an additional insured on the policy as specified by the District.