

Terms and Conditions of Facility Use

For purposes of this agreement, "Facility User" means the organization or individual approved by the District for nonschool use of District facilities.

1. District Priority and Right of Cancellation

District academic, extracurricular, athletic, and other District-sponsored activities shall have priority over nonschool facility use. The District reserves the right to cancel, reschedule, relocate, or modify an approved facility use when an unexpected conflict arises with a District activity or when necessary for District operations, safety, or protection of District property.

2. Compliance with Law and District Requirements

Facility User shall comply with all applicable federal and state laws, Board policies, administrative regulations, and District procedures governing the use of District facilities. Facilities shall be made available in accordance with applicable law and District policy. Approval of facility use does not constitute District endorsement of the Facility User or the Facility User's views, beliefs, activities, or mission.

3. Governmental Immunity and Indemnification

- **Immunity Retained:** Nothing in this agreement shall be construed as a waiver of the District's governmental or sovereign immunity under the Texas Tort Claims Act (Texas Civil Practice & Remedies Code Chapter 101) or other applicable Texas law.
- **Indemnification:** Facility User agrees to defend, indemnify, and hold harmless the District, its Board of Trustees, officers, employees, and agents from any and all claims, demands, causes of action, liabilities, or expenses (including legal fees) arising out of or related to Facility User's use of District property, except to the extent caused by the sole gross negligence of the District.

4. Insurance Requirements

Facility User shall provide evidence of insurance meeting the requirements established by the District no later than seven business days before the scheduled use unless the insurance requirement, coverage requirement, or submission deadline is waived or modified by the Superintendent or designee.

- **Coverage:** Commercial General Liability with minimum limits of **\$1,000,000** per occurrence / **\$2,000,000** aggregate.
- **Requirements:** The District shall be named as an additional insured when required by the District. Failure to provide compliant proof of insurance within the required time may result in cancellation of the approved facility use. The Facility User shall remain responsible for any nonrefundable costs incurred by the District before cancellation.

5. Prohibited Substances and Activities

In accordance with applicable law and District policy, the following are prohibited on District property:

- **Alcohol, Tobacco, and Vaping:** The possession, use, sale, distribution, or consumption of alcoholic beverages, tobacco products, e-cigarettes, or vaping products or devices, except as otherwise permitted by applicable law or District policy.

- **Weapons and Firearms:** Firearms, weapons, explosives, and other prohibited items, except as authorized by applicable law or District policy.
- **Illegal Substances:** Controlled substances or illicit drugs.

6. Safety, Supervision and Security Personnel

- The Facility User shall be responsible for maintaining appropriate supervision and order among its participants, attendees, guests, vendors, and other persons associated with the activity. Minors shall be appropriately supervised at all times.
- The Superintendent or designee may require District personnel, security personnel, law enforcement officers, or other personnel based on the nature, location, attendance, duration, or operational requirements of the event. Applicable costs shall be assessed in accordance with the District's adopted fee schedule.

7. Facility Access, Setup, and Cleanup

- **Time Limits:** Facility access shall be limited to the dates and times specified in the approved reservation. Setup and cleanup shall occur within the approved reservation period unless otherwise authorized by the District. Additional facility or personnel charges resulting from early access, extended use, or failure to vacate the facility at the approved time may be assessed in accordance with the District's adopted fee schedule.
- **Care of Premises:** No alteration of District property, modification of electrical, technology, or audiovisual systems, installation of temporary fixtures, or attachment of equipment or materials shall be made without prior written authorization. Tape, nails, tacks, adhesives, or other materials that may damage District property shall not be used.

8. Restricted Areas and Access Control

- Facility User and its participants, attendees, guests, and vendors shall remain within the areas specifically approved for use. Classrooms, offices, locker rooms, storage areas, kitchens, athletic areas, technology spaces, and other portions of District facilities not included in the approved reservation shall not be accessed without authorization.
- **Access Control:** District keys, access cards, credentials, alarm codes, or other access-control devices or information shall not be duplicated, transferred, shared, or provided to unauthorized persons. Facility access shall be provided only in the manner authorized by the District.

9. Fees, Additional Costs, and Damage Responsibility

- Facility User shall be responsible for all applicable facility use fees or event package fees and charges for required personnel, equipment, utilities, custodial services, maintenance, grounds services, technology services, security, law enforcement, facility preparation, cleanup, and other services or resources in accordance with the District's adopted fee schedule.
- The Facility User shall be responsible for additional charges resulting from services, personnel, equipment, or resources required because the actual use materially exceeds the scope, attendance, duration, or requirements identified in the approved reservation. Applicable charges shall be assessed in accordance with the District's adopted fee schedule.

- Facility User shall be financially responsible for damage to District property, facilities, grounds, or equipment caused by the Facility User or its participants, attendees, guests, contractors, or vendors. The District may assess the actual cost of repair, replacement, restoration, or extraordinary cleanup in accordance with District policy and procedures.
- Facility User shall be responsible for ensuring that its contractors, vendors, performers, participants, and other persons associated with the activity comply with the facility use agreement and applicable District requirements.

10. District Authority

- The Facility User and all persons associated with the facility use shall comply with reasonable instructions issued by authorized District personnel regarding facility operations, safety, security, protection of property, and compliance with District requirements.

11. Compliance and Termination of Use

- The District may immediately suspend or terminate an approved facility use for violation of law, Board policy, administrative regulation, the Facility Use Agreement, or District instructions; conduct that threatens the safety of persons or property; use of unauthorized areas; or use materially different from that approved by the District. The Facility User shall remain responsible for applicable costs incurred by the District.

12. Cancellation Policy

- **By Facility User:** Cancellations shall be submitted to the District in accordance with established facility use procedures. The Facility User shall remain responsible for nonrefundable costs or expenses incurred by the District before cancellation. Refunds of facility use fees shall be made in accordance with District procedures.
- **By District:** If the District cancels an approved facility use because of an emergency closure, severe weather, an unexpected District need, an unsafe condition, or another circumstance that makes the facility unavailable or unsuitable for use, facility use fees shall be refunded or credited in accordance with District procedures. The District shall not be responsible for costs, losses, or consequential damages incurred by the Facility User as a result of the cancellation.

13. Assignment and Transfer of Use

- The Facility User shall not assign, transfer, sublicense, or otherwise permit another individual or organization to exercise the rights granted under an approved facility use without prior District authorization. The approved Facility User shall remain responsible for the use of the facility and compliance with all applicable District requirements. Facility use fees and classifications are based on the approved Facility User and the nature and purpose of the approved activity and may not be transferred to another organization or activity.