RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT

This Right of Entry and Construction Agreement (the "Agreement"), dated _____, ____ (the "Effective Date"), is entered into by and between _____, and BELLVILLE INDEPENDENT SCHOOL DISTRICT, a Texas independent school district (the "District"). The District and _____ are herein collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the District owns the property described or illustrated on Exhibit "A" attached hereto and incorporated herein (the "District Property");

WHEREAS _____ desires to utilize a portion of the District Property, as depicted on Exhibit "B", (the "Project Area"), to construct _Tennis Court Restrooms_ (the "Project"), subject to the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the execution of this Agreement, the Parties hereby agree as follows:

1. **Right of Entry.**

a. The District hereby grants to _____, and _____'s applicable employees, contractors, and representatives, a right of entry ("Right of Entry") over and across the Project Area, as well as any portion of the District Property as may be reasonably necessary for _____ to access the Project Area, for purposes related to the construction and/or installation of the Project, subject to the terms set forth in Section 2, below. Such Right of Entry shall expire upon the completion of the construction/installation of the Project, as set forth herein.

2. **Construction Requirements.**

a. _____ shall, at its sole cost and expense, engage the services of a contractor (the "Contractor") pursuant to a separate agreement to perform the construction and/or installation related to the Project, which shall be performed in accordance with District policies and the requirements of this Agreement.

b. Prior to the commencement of any installation or construction activities related to the Project, _____ shall provide written notice to

the District, and receive a written notice to proceed from the District setting forth the permitted dates and times to perform such installation and/or construction. In addition, all plans and specifications related to the installation and/or construction of the Project shall be subject to the District's prior written approval. For this purpose, _____ shall submit all such plans and specifications to the District for its approval, and shall obtain such approval from the District, prior to the commencement of any installation or construction activities by Contractor.

c. To the extent that any digging or excavation will be necessary in connection with the construction and/or installation of the Project, _____ shall first contact the Center Point Energy "Call Before You Dig" Service, and shall obtain a survey of the Project Area identifying the location of any underground utility, fiber optic, and similar facilities and lines.

d. _____ shall ensure that the Project be installed and/or constructed by the Contractor pursuant to this Agreement and in compliance with all applicable rules, regulations, and requirements of authorities having jurisdiction thereof, as well as in accordance with applicable District policies.

e. _____ shall ensure that substantial completion of the construction of the Project is achieved no later than (_____) "Completion Date".

f. _____ hereby assigns to the District any and all warranties and claims it may have or that may accrue against the Contractor arising out of _____'s agreement with the Contractor and/or Contractor's performance of any work related to the construction or installation of the Project.

g. _____ shall ensure that the Contractor must satisfy the Insurance Requirements specified in Exhibit "C", attached hereto and incorporated herein by reference in connection with the performance of the Project.

h. Prior to the commencement of any installation or construction activities related to the Project, _____ shall cause the Contractor to complete and return to the District the "Contractor Certification" regarding the criminal history of covered employees, attached hereto as Exhibit "D" and incorporated herein by reference.

3. Maintenance.

Upon completion of the Project, the District and its successors and assigns shall be responsible for the costs of maintaining the Project.

4. Default.

In the event that _____ fails to perform its obligations under this Agreement, the District shall give written notice identifying the nature of such default. If _____ fails to cure such default within twenty (20) days after receipt of such notice (other than obligations not reasonably susceptible of cure within such twenty (20) day period, provided that _____ has promptly undertaken and is diligently continuing its efforts to cure such default), then the District shall be entitled, at its option, to terminate this Agreement and/or direct _____ to cause the Contractor to stop work. The District shall retain all rights and remedies available at law or in equity.

5. Miscellaneous.

a. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

b. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof.

c. This Agreement may be amended or modified only by a written instrument executed by both Parties hereto.

d. No waiver by either party hereto of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay by either party hereto in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

e. Nothing in this Agreement shall be deemed to be a waiver or relinquishment of any immunity or defense on behalf of the District, its trustees, officers, employees, and agents under Texas or Federal Law.

f. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

g. All notifications under this Agreement shall be sent by certified U.S. mail return receipt requested. All notifications shall be sent to following mailing address and fax number:

If to **District**: Bellville Independent School District
518 South Mathews St.
Bellville, TX 77418
Attn: Dr. Nicole Poenitzsch, Superintendent

If to _____: _____
_____
_____
_____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands hereto, effective as of the Effective Date above defined.

_____

By: _____

Name: _____

Title: _____

BELLVILLE INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

By: _____

Name: _____

Title: _____

EXHIBIT "A"
DISTRICT PROPERTY

Property Address: 850 Schumann Rd., Bellville, TX 77418
Legal Description: A031 J Cummings

Property ID: 55873 For Year 2026

Property Details

Account		
Property ID:	55873	**Geographic ID:** 0000055873
Type:	Real	
Acreage:	81.1670	
Location		
Situs Address:	850 SCHUMANN RD BELLVILLE 77418	
Map ID:	81,G	
Legal Description:	A031 J CUMMINGS	
Abstract/Subdivision:	A031 / A031 J CUMMINGS	
Owner		
Owner ID:	R40463	
Name:	BELLVILLE ISD	
Agent:		
Mailing Address:	518 S MATHEWS ST BELLVILLE, TX 77418	
% Ownership:	100.0%	

EXHIBIT "B"
PROJECT AREA

Site Location: Bellville ISD High School tennis courts, project area identified in blue circle, accessible from South Tesch Road.

EXHIBIT "C"
[District's Insurance Requirements]

Certificate of Insurance (COI) that meets or exceeds the following requirements:

- All policies shall evidence insurance written by a carrier licensed in the State of Texas and should be rated an "A-" or better in AM Best Key Rating Guide.
- Proof of Insurance must be supplied in advance and allow time to process request. No vendor or contractor should begin working without supplying proper insurance requirements.
- All vendors and contractors who cancel or make changes to their insurance coverage shall provide Bellville ISD a 30 day notice of cancellation or non-renewal coverage.
- Renewal certificates of insurance shall be provided annually until all work in completed.
- Bellville ISD is to be name as "Additional Insured and such insurance shall be primary and non-contributory" on the certificate of Insurance.
- A Waiver of Subrogation shall be issued in favor of Bellville ISD with respects to General Liability and Workers Compensation Insurance.
- If the product or service represents an unusual or exceptional risk, additional insurance for that product or service may be required.
- All requirements apply to contractors and sub-contractors at all tiers.

New Construction Contractor COI Requirements:

- Commercial General Liability (CGL): $1,000,000 per occurrence and $2,000,000 general aggregate
- Workers Compensation Insurance: Proof of Worker's Compensation Coverage for all contractors performing work
- Builder's Risk/Property Insurance: Required for new construction or major renovations to protect the structure during the building phase

EXHIBIT "D"
Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that [check one]:

[ ] Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or

[ ] None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[ ] Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

1. Contractor has caused all employees, subcontractors and independent contractors to submit information required for the District to receive criminal history record information regarding covered employees.
2. Upon request, Contractor will provide the District with the name(s) and any other requested information of covered employees so that the District may obtain updated criminal history record information on the covered employees.
3. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____ _____

Signature Date