

**KELLER INDEPENDENT SCHOOL DISTRICT
FACILITIES REQUEST**

Please forward requests to: Facilities Coordinator
11300 Alta Vista
Keller, Texas 76248
Fax: 817-337-4430

Name of School: _____

Facilities Requested:	_____ Auditorium	_____ Gym
	_____ Cafeteria	_____ Classroom
	_____ Athletic Fields	_____ Outdoor Athletic
	_____ Training Center	_____ Rock Gym

Special Set-Up: _____

Equipment Needs: _____

Organization: Name: _____

Address: _____

Telephone: _____

Rental Category: _____ Category 1 – School Related
_____ Category 2 – Non-School Related
_____ Category 3 – Inter-Local Agreement

Contact Person: Name: _____

Address: _____

Phone: (Work) _____ (Home) _____

(Email) _____ (Fax) _____

Function/Activity: Purpose: _____

Date to be used: _____

Time(s) of event: _____

Estimated Attendance: _____

No food or drinks allowed in an auditorium or on a gymnasium floor.

Use fees are subject to change without notice.

I have read the Facilities Use Agreement and agree to abide by its terms and conditions.

Signature: _____ Date: _____

Authorized Approval: _____ Date: _____

Office Use Only:

Charges:	Personnel Needed: _____
Facilities Charge: _____	_____
Custodial Charge(s): _____	() Insurance on File
Deposit Fee: _____	() Rental Agreement Signed
Other: _____	() Payment and Deposit Received
Total Charges: _____	() Deposit Refunded

**KELLER INDEPENDENT SCHOOL DISTRICT
FACILITY USE AGREEMENT
FEE GROUP CATEGORIES**

CATEGORY I – SCHOOL SPONSORED OR RELATED GROUPS AND ORGANIZATIONS

Category I includes groups or organizations that are either sponsored directly by the district, operate under the auspices and authority of the district, or are school-related groups. Category I shall include all school clubs and organizations that are sponsored by an employee of the district receiving direct compensation for their sponsorship of the organization; recognized student-led, non-curriculum related groups; and PTA organizations and official Booster Clubs. A building usage fee shall not be charged, and separate insurance coverage shall not be required for use of KISD facilities by organizations and groups in Category I.

Should a Category I group or organization, in the course of using a district facility, use the services of an outside for-profit or non-profit fundraising company that receives compensation for the purpose of raising funds, then the outside fundraising company shall be responsible to the district for payment of personnel cost and energy cost recovery charges if use of the facility is for a time during which the facility is not open for regular school district business or is not being cleaned or maintained by the district in accordance with regularly scheduled hours.

CATEGORY II – INDIVIDUALS/GROUPS ASSESSED USAGE FEES/OTHER CHARGES

Category II includes all non-profit youth and non-profit civic groups, and shall include all youth recreation and sports organizations, such as Boy Scouts, Girl Scouts and any of their affiliate organizations, churches, community groups, past graduating classes of the district, and independent youth or adult sports teams or organizations.

These organizations shall pay the applicable usage fees in effect at the time the facility is utilized by the organization. In addition to paying the facility usage fee, applicable hourly charges for personnel and energy use shall be assessed if use of the facility is for a time during which the facility is not open for regular school district business or is not being cleaned or maintained by the district in accordance with regularly scheduled hours.

The district may, at its discretion, establish a special, reduced facility usage fee for designated youth groups directly serving and benefiting district students, including Boy Scouts, Girl Scouts, and youth sports organizations. A designated youth group for purposes herein must be both located and operating within the boundaries of Keller ISD and shall serve all youth within the Keller ISD community. These designated youth groups shall, in addition to any special facility usage fee so established, pay hourly charges for personnel and energy use if the facility is used when the facility is not open for regular school district business or is not being cleaned or maintained by the district in accordance with regularly scheduled hours.

Category II includes any employee of the district, and non-employee authorized by the district, who utilizes a district facility for a commercial purpose such as private tutoring or private lessons as outlined in Policy GKD (Local), as well as any organization authorized by the district to use a district facility for an educational, civic, or charitable purpose.* In these instances, the base rate charged for use of the district's facility shall be the Special Youth/Community Services Rate. In addition to the base rate, an individual or organization in Category II using a district facility for for-profit use as defined in Policy GKD (Local) shall pay hourly charges for personnel and energy use if the facility is used when the facility is not open for regular school business or is not being cleaned or maintained by the district in accordance with regularly scheduled hours.

Category II also includes any employee of the district who utilizes a district facility for the purpose of conducting a sports camp. The rate charged for use of the district facility for this purpose shall be based on

a percentage of gross fees paid by youth participants of the camp. The percentage rate shall be determined annually by the athletics department and administration of the district based upon an evaluation of annual costs and revenues connected with the sports camps provided in the district. An employee who uses a district facility for the purpose of conducting a sports camp, in addition to paying to the district a percentage of the gross fees paid by participants, shall pay hourly charges for personnel and energy use if the facility is used when the facility is not open for regular school business or is not being cleaned or maintained by the district in accordance with regularly scheduled hours.

CATEGORY III – GOVERNMENTAL ENTITIES AND GROUPS

Category III includes all non-KISD governmental entities and groups affiliated with official governmental functions or activities. There shall be no building usage fee charged to organizations in this group; provided, however, that if the Facility is to be used for fundraising or for any type of activity for which a fee shall be charged for participation, then the organization will be charged the building usage fee in effect at the time the Facility is utilized. Applicable hourly charges for personnel and energy use shall be assessed when the use of a facility occurs during a time in which the facility is not open for regular school district business or is not being cleaned or maintained by the district in accordance with regularly scheduled hours. Nothing herein shall alter or affect provisions regarding use of facilities in separate agreements with KISD and any organization in this category. The terms and conditions of agreements already entered into and still in effect shall govern in those circumstances.

* Details to clarify/specify fees to be determined

**KELLER INDEPENDENT SCHOOL DISTRICT
FACILITIES USE AGREEMENT**

Date: _____

IN CONSIDERATION for the mutual covenants and obligations, and subject to the terms and conditions expressed herein, the Keller Independent School District ("KISD") permits to

(the "Occupant"), the right to use and occupy the following described space, facilities and premises located in Tarrant County, Texas, between the following hours on the following day or days:

Date(s): _____

Time: _____

The Facility: _____

Equipment: _____

to be used for the purpose of, _____
as described on the Occupant's Application to Use School Facilities dated _____, which is hereby incorporated by reference into this Agreement as if fully set out herein, and for no other purpose without the written consent of KISD.

Usage Fee and Charges: The Occupant covenants and agrees to pay a Usage Fee and any other required Charges for use of the Facility as described on the Fee Schedule, which is attached as an appendix to this Agreement, and hereby incorporated by reference into this Agreement as if fully set out herein. Said Usage Fee and Charges are due and payable in full immediately upon the execution of this Agreement, and are enumerated as follows:

Building Usage Fee: \$ _____

Personnel Charge: \$ _____

Energy Use Charge: \$ _____

Total: \$ _____

For the purpose of determining the applicable Usage Fee and other fees and charges, the Occupant agrees that it constitutes a Category _____ [I, II or III] Organization as defined on the attached Fee Schedule.

Indemnification and Insurance: The Occupant covenants and agrees to indemnify and hold KISD, its elected officials, agents, representatives, volunteers, and employees, harmless against any and all claims, lawsuits, judgments, costs, legal fees, demands, damages, causes of action, and expenses for personal injury, property damage, or other harm for which recovery of damages is sought, which may arise out of or be occasioned by the Occupant's use of KISD facilities, violation or breach of any term of this Agreement, or any act of Occupant, its members, sponsors, participants, or spectators. This provision is intended solely for the benefit of the parties hereto and not intended to create or grant any rights,

contractual or otherwise, to any person or entity. With reference to any Texas legislative administrative procedural fine, or assessment of penalty levied by any authority relating to the administration of KISD's facility management program, determination of responsibility is subject to the terms specified above.

The Occupant further covenants and agrees to provide and maintain liability insurance for and throughout its usage of KISD facilities, and to provide KISD a Certificate of Insurance naming KISD as an additional insured on the insurance policy maintained by the Occupant with a minimum combined single liability limit for bodily injury or property damage of \$500,000.00, underwritten by an insurance company with a current BEST rating of "B" or better, at least 72 hours prior to the Occupant's occupancy of the used Facility. The Occupant's failure to do so shall constitute sufficient grounds for KISD's unilateral cancellation or suspension of this Agreement. Said Certificate of Insurance shall evidence endorsements waiving the rights of subrogation against KISD, and requiring 30 days prior written notice of cancellation or material change to KISD.

Terms and Conditions: The Occupant covenants and agrees to strictly comply with the following Terms and Conditions of this Agreement:

1. District buildings, grounds and equipment are financed and maintained for the sole purpose of promoting the education of the enrolled students of the KISD. Any other purpose for which school facilities or properties are used shall be subordinate to and shall not interfere with the program of school activities of KISD. The Occupant shall not use the Facility for any purpose that conflicts with the aims and objectives of KISD.

2. The Occupant shall pay all Usage Fees and other Charges arising under this Agreement to the KISD facility services office by check made payable to the Keller Independent School District. A fee of \$30 (plus state sales tax) shall be assessed for any check returned or not paid due to insufficient funds or other reason. KISD shall be entitled to pursue all legal remedies against Occupant or responsible agents or representatives of Occupant for non-payment.

3. KISD may unilaterally cancel this Agreement without giving any notice prior to the occurrence of the event covered by this Agreement if KISD determines that it must use the Facility for a function directly related to the operation of KISD, or if KISD determines that the occupancy of the used Facility would be unsafe for any reason. KISD will refund any Usage Fees and Charges paid pursuant to this Agreement in the event of such cancellation by the district.

4. Neither this Agreement nor the privileges derived through this Agreement shall be transferable to any other individual, group, or organization.

5. The use of a KISD Facility is a privilege. Any misrepresentation by any organization or individual made in connection with the use of or the application for use of a KISD Facility, any abuse of KISD property by the organization or an individual representing the organization, or the failure to timely pay the applicable Usage Fee or any other fees or charges may result in the immediate termination of this Agreement, including immediately vacating the used Facility, and the denial of any future applications for use submitted by the offending individual or organization.

6. The Occupant shall pay for any and all damage to the used Facility and/or other KISD property other than reasonable wear and tear, either directly or indirectly from the Occupant's use of the used Facility, by or through the negligence and/or other acts of the Occupant, its agents, members, employees, or any person or persons participating in or attending the event.

7. Neither the halls nor ramps of the used Facility or premises, nor the sidewalks, or entrances thereof shall be obstructed by the Occupant nor used for any purposes other than ingress or egress, and Occupant shall keep such passageways clear at all times.

8. KISD shall have the right at any time to enter any portion of the used Facility for any purpose whatsoever, and the entire Facility, including the premises expressly covered by this Agreement, shall at all times be under the charge and control of KISD. Occupant agrees to abide by or follow any directions of any KISD employee assigned to monitor or facilitate the Occupant's use of the facilities.

9. The Occupant shall not bring or permit anyone to bring into the used Facility or keep therein any hazardous materials, including pesticides and other similar chemicals, or anything that will cause a fire hazard.

10. The Occupant shall comply with any and all exclusive vending agreements entered into by KISD by serving, selling, and/or providing only those beverages listed on the Approved Beverage List attached as an appendix to this Agreement and hereby incorporated by reference into this Agreement as if fully set out herein. Occupant shall not bring or permit anyone to bring into the used Facility or keep therein any beverage not on the approved Beverage List. NO BEVERAGE ADVERTISING IS ALLOWED.

11. Under no circumstances shall the Occupant remove KISD property from school premises without express written permission to do so.

12. The Occupant may place or put up temporary, easily removable decorations or scenery as needed for its purposes, and move tables and chairs as required for its use. However, the Occupant agrees that such use of decorations or scenery and the moving of tables and chairs will in no way cause damage or harm to any part of the district's Facility or tables and chairs, and that it will restore the premises to original condition following the meeting or event. Failure to do so will result in permanent loss of privileges with respect to using district facilities by the Occupant. Occupant may not use any other equipment of the district that is not specifically named in the Agreement between the district and Occupant. Use of candles, matches, or any fire or flame of any kind is strictly prohibited.

13. The Occupant shall not distribute any non-school literature unless Occupant has complied with Board Policies FNAA (Local) or GKDA (Local), as applicable. Occupant shall not sell any items or merchandise without prior written consent from KISD.

14. The Occupant shall comply with all state and federal laws, including but not limited to the Americans with Disabilities Act, local ordinances and rules, and KISD policies. The Occupant's failure to do so shall constitute grounds for the immediate cancellation or suspension of this Agreement and the expulsion of the Occupant from the used Facility.

15. The Occupant shall comply with all applicable state and federal statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age or other classification as applicable. The use of KISD facilities shall not be allowed for the purpose of advancing any doctrine or theory subversive to the Constitution or Laws of the State of Texas or of the United States or KISD's mission and purpose.

16. KISD assumes no responsibility whatsoever for any property of any kind placed in or on the used Facility, and the Occupant hereby expressly releases and discharges KISD and its elected officials, agents, representatives, volunteers, and employees from any and all liabilities for any claims, demands, lawsuits, loss, injury, or damages to person or property that may be sustained by reason of the occupancy of the used Facility under this Agreement, whether by Occupant, its members, sponsors, participants, spectators, visitors, or anyone attending the Facility because of Occupant's use of the Facility.

17. The Occupant shall not use a KISD kitchen unless KISD personnel supervise the use of such kitchen. KISD reserves the right to waive this requirement at its discretion in those instances when the kitchen will be used, but not for food preparation. Any use of a KISD kitchen requires payment of a \$200 refundable deposit, in addition to all other Usage Fees and Charges that are due and payable as enumerated above. Such deposit must be paid to the KISD Food Services Department prior to the Occupant's use of such kitchen. All other Usage Fees and Charges shall be paid to the facility services

office in accordance with the provisions above. Occupant acknowledges that the deposit will not be refunded if the kitchen is not returned in the same condition as when received.

18. The Occupant shall not make use of any auditorium lighting or sound equipment unless KISD personnel supervise the use of such equipment.

19. The Occupant shall provide competent, adult supervision of all activities, and guarantee the orderly behavior of all participants. Said supervisor shall be responsible for restricting the group's access to the used Facility only and for protecting the used Facility and its contents from abuse. Any representative of KISD on duty during the event shall be responsible for the operation of the Facilities, but is not responsible for supervising the Occupant's group or its activities. If an alarm system sounds, or if fire, police, or KISD representatives request the Facility be cleared during Occupant's use of the Facility, Occupant is responsible for evacuating all of its members, sponsors, participants, spectators, or visitors immediately and no one shall reenter the Facility until given permission by KISD personnel or fire/police representatives. Occupant shall reimburse KISD for any charge or expenses incurred as a result of a false fire and/or security alarm caused by Occupant, its members, sponsors, participants, spectators, or visitors.

20. The possession of firearms or other weapons, and the possession, use, consumption, sale, or distribution of alcoholic beverages, tobacco products (including but not limited to cigarettes, cigars, pipes, snuff, and chewing tobacco), illegal drugs, controlled substances, and/or other intoxicants by any person while on KISD property is strictly prohibited, and may violate local, state, and/or federal law. KISD property includes all buildings, sidewalks, drives and driveways, parking lots, playgrounds, stadiums, and athletic fields or areas.

21. In its sole discretion, KISD may require the hiring of outside security officers for any event. KISD shall determine the hours and the number of security officers required for the event.

22. KISD facilities may not be used for personal use except as expressly allowed for in district policy (GKD Local).

23. Any requests for equipment, or other special arrangements not included in the Occupant's Application to Use School Facilities and approved therein by KISD Administration, require express written permission.

24. Any non-school affiliated organization claiming not-for-profit status under the Internal Revenue Code shall file proof of such with KISD.

25. Outdoor sports shoes are prohibited in KISD Facilities, and only shoes with non-marking rubber soles are allowed on the floor of a KISD gymnasium. In addition, food or drinks are not allowed in any part of an auditorium and are not allowed on the floor of a gymnasium.

26. The use of the Facility under this Agreement does not include the use of dressing rooms without express written permission to do so.

27. The occupant may make copies of this agreement for its records, but the original signed agreement must be returned to the following address:

**Keller ISD
Attn.: Facility Services Coordinator
11300 Alta Vista Road
Keller, Texas 76248**

Phone: 817-744-3950 FAX: 817-337-3728

Occupant will not be entitled to use the Facilities that are the subject of this Agreement until the District has received the signed original Agreement as provided herein.

28. This Agreement shall be construed under the laws of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Exclusive venue for any action taken, arising from, or related to this Agreement shall lie in the state district courts of Tarrant County, Texas.

Keller Independent School District

OCCUPANT:

[name of organization]

by: _____

by: _____

Title: _____

Title: _____

KELLER INDEPENDENT SCHOOL DISTRICT: FACILITY USAGE FEE SCHEDULE – DRAFT ONLY

EFFECTIVE: AUGUST 1, 2006

	Fee for First 3-Hour Minimum	Fee/Hr Each Add'l Hour	Fee/Hr if Less Than 3 Hours
Auditorium			
High School (3-hour minimum required)	\$ 500.00	\$ 150.00	na
Intermediate / Middle School	\$ 250.00	\$ 75.00	\$ 100.00
Elementary	\$ 250.00	\$ 75.00	\$ 100.00
KISD Rock Gym	\$ 250.00	\$ 75.00	\$ 100.00
Cafeteria/Dining Area			
High School (3-hour minimum required)*	\$ 300.00	\$ 80.00	na
Middle School*	\$ 200.00	\$ 60.00	\$ 75.00
Elementary*	\$ 200.00	\$ 60.00	\$ 75.00
Kitchen/Cafeteria			
* Designated Youth Group rate shall apply	\$ 135.00	\$ 40.00	\$ 50.00
Classrooms			
Classrooms	\$ 75.00	\$ 20.00	\$ 30.00
Band & Choir Halls**	\$ 125.00	\$ 40.00	\$ 50.00
** Special Youth/Community Services rate shall apply			
Gymnasiums			
High School - Varsity (3-hour minimum required)	\$ 350.00	\$ 100.00	na
High School – Sub-varsity*	\$ 250.00	\$ 70.00	\$ 90.00
Junior High School*	\$ 250.00	\$ 70.00	\$ 90.00
Intermediate School*	\$ 250.00	\$ 70.00	\$ 90.00
Elementary - PE Gym / Cafetorium*	\$ 175.00	\$ 55.00	\$ 65.00
* Designated Youth Group rate shall apply (all gyms except high school varsity)			
Outdoor Athletic Facilities			
KISD Stadium (approval required in advance)			
UIL (charge per event)	\$ 1,500.00	na	na
Non-UIL (base fee per event / total subject to negotiation)	\$ 1,500.00	na	na
High School Stadium (non-UIL usage)	\$ 65.00	\$ 20.00	\$ 25.00
High School Baseball (non-UIL usage)	\$ 50.00	\$ 15.00	\$ 20.00
High School Softball (non-UIL usage)	\$ 50.00	\$ 15.00	\$ 20.00

KELLER INDEPENDENT SCHOOL DISTRICT: FACILITY USAGE FEE SCHEDULE – DRAFT ONLY

EFFECTIVE: AUGUST 1, 2006

Designated Youth Rate:

\$35 per hour – weekdays (plus cost recovery charges if applicable)
\$50 per hour – weekends (plus cost recovery charges if applicable)

Special Youth/Community Services Rate:

\$35 per hour – (plus cost recovery charges if applicable)

Teacher Training Center/Board Room:

Texas Rooms	Day Rate (7a to 5 p)	3 Hour minimum	Additional Hours
Full Room	\$840.00	\$350.00	\$100.00
Half Room w/screen	\$500.00	\$200.00	\$60.00
Quarter Room	\$330.00	\$130.00	\$40.00
Meeting Rooms (2)	\$250.00	\$100.00	\$30.00
Computer Labs (2)	\$500.00	\$200.00	\$60.00

IMPORTANT:

1. Any part of an hour that any KISD Facility is in use will be considered a full hour for determining the Usage Fee under this schedule.
2. This schedule includes only base usage fees. It does not include cost recovery charges for personnel and energy usage. These hourly charges are determined annually by the District.

NON-CARBONATED BEVERAGES

M Maid 12 oz Plastic	Full Throttle 16 oz Cn 12pk
Apple Juice	Regular
Orange Juice	Diet
M MAID 15.2 oz Plastic	Full Throttle Fury 16oz
OJ 100% Juice	Regular
OJ 100% with Calcium	Diet
Apple Juice 100%	
Cran Apple Raspberry	Rockstar 8.4 oz Cn 24pk
Crangrape	Regular
Ruby Red	Diet
Strawberry Raspberry	Rockstar 16 oz Cn 24pk
M Maid Blends 12oz	Regular
Berry Kiwi	Diet
Strawberry Passion	
Tropical Citrus	Rockstar 24 oz cns
Raspberry Lemonade	Regular
M Maid Blends 20oz	Diet
Berry Kiwi	Von Dutch 16oz cns 24 pk
Strawberry Passion	Regular
Tropical Citrus	Diet
Raspberry Lemonade	
Minute Maid Lites 11.5 oz	Tab Energy 10.5 oz cn
Raspberry Passion	Regular
Lemonade	
Mango Tropical	DASANI
Cherry Limeade	20 oz
NESTEA 16OZ	1 Liter
Nestea Sw / Lemon	1.5 Liter
Nestea Sw	12 oz
MILK SLAMMERS 14 oz	24 oz Sport Cap
3 Musketeers	.5 Liter
Milky Way	DASANI FLAVORS 20oz
Pro Hard Chocolate	Dasani Lemon
Pro Vanilla Rush	Dasani Raspberry
Pro Strawberry	Dasani Strawberry
Slim Slammers Chocolate Fudge	Dasani Sensations 20oz
Slim Slammers French Vanilla	Lemon Lime
Starburst Smoothie Strawberry	Mixed Berry
Starburst Smoothie Orange	

Cooler Repair	800 647-2653	* Asterisk signifies upcoming new products Delivery:5 case minimum
Sales DPT	817 847-3000	
Product Orders	800-647-COKE	

TO ORDER BEVERAGES AND SCHEDULE DELIVERY CONTACT THE VENDOR
SHOWN BELOW. PLEASE PROVIDE SUFFICIENT ADVANCE NOTICE OF WHEN
AND WHERE THESE ITEMS WILL BE NEEDED FOR YOUR EVENT OR ACTIVITY.

Michael Lohr - Youth Market Manager
OFFICE - (817) 847-3138
FAX - (817) 847-3138
EMAIL - milohr@na.cokecce.com