

**Proposed Contract
School Year
2004-2005**

**Keller Independent School
District**

**HAWK TRAINING CENTER
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Keller Independent School District** has requested and received permission from the Hawk Training Center to use the Hawk Gymnastics Center from Monday, August 9, 2004 through Friday, May 20, 2005 for the purpose of conducting high school gymnastics practice.

I. COST

Keller Independent School District will not be charged a fee for use of the training center for the 2004 – 2005 school year with the possibility of a no cost renewal for the 2005 – 2006 school year. For the length of the contract, the Keller Independent School District will display signage on the outfield walls of each high school's baseball and softball fields.

Any other activities not mentioned in this agreed contract period or contract amount must have Hawk Training Center approval prior to use and will be charged at the prevailing Hawk training Center rates.

The party who signs this contract as representative of the **KISD** agrees that the organization will underwrite any damage due to the use of the premises by the organization.

II. PROHIBITED PRACTICES

The following matters are to be considered as prohibited practices and are not to be indulged in by the **KISD**:

1. **Use or possession of prohibited substances or being under the influence of a prohibited substance** is a violation of State Law and will not be allowed in the **HTC**.
2. **No firearms are allowed in the HTC.**
3. **No additions to, or changes of, existing facilities** shall be made without the written approval of Hawk Training Center;
4. **The use of the training Center may not be assigned to a third party, during KISD practice times**, without the prior consent of the Keller ISD;

III. AGREEMENT

HTC will insure its Gymnastics Center will include the following equipment:

Spring floor	Uneven bars
Vault table	Balance beams
Parallel bars	Pommel horse
Rings	High bar
Tumbling floor area	Dance area

HTC can add gymnastics equipment as necessary to accommodate larger training needs.

I assume, for **Keller Independent School District** all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **Keller Independent School District** will pay for additional cleaning and/or repairs.

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Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: Hawk Training Center
date: _____

by: _____

for: Keller Independent School District
date: _____

by: _____
Richard Walker
KISD School Board President