

201 N. St. Mary's Street Beeville, Texas 78102 361-358-7111

> Fax: 361-362-6046 Fax: 361-358-7837

Beeville ISD
Use of School Facilities
Administrative Regulations
(Revised 02/14/2018)

The Board of Trustees desires to encourage the fullest possible use of school facilities in a manner that will serve the needs of the community. The following guidelines and rental schedules are designed to assure equitable treatment of all individuals and groups desiring to use these facilities and to protect community's investments.

#### SCHOOL-RELATED ACTIVITIES

School buildings and grounds shall be available at no cost for school-related activities and projects. Such use will be approved by the building principal (or designee), who will determine if each scheduled activity meets the guidelines established by the Beeville ISD (BISD) Board of Trustees. School meetings will have precedence over all other meetings and may be scheduled by arrangement with the building principal (or designee). A school administrator, or professional staff assigned to supervise the event, shall be present at each activity.

#### NON-SCHOOL ACTIVITIES

School facilities may be used for educational, civic, cultural, welfare, or recreational activities that do not infringe upon, or interfere with, the conduct of the District or in conflict with local and state laws.

School facilities are provided primarily for use of students, faculty, and patrons of the District that comprise groups or organizations operating within the boundaries of BISD. However, areawide or state-wide groups and organizations with which local units are closely affiliated may be granted use of school facilities in accordance with the following provision, and if sponsored by the local unit.

Complimentary Use: organizations and/or groups within the boundaries of the District shall be permitted to use school facilities on a complimentary basis if:

- 1. The organization or group is community-wide in nature and offers a program of interest and benefit to the general public.
- 2. Such use does not entail custodial, supervising, and utility service beyond that provided for the normal school day.

Minimum Charge: Organizations or groups within the boundaries of the District shall be permitted to use school facilities for personnel costs, if:

- 1. An educational, civic, or charitable purpose shall be served.
- 2. A substantial segment of the community shall be benefited.
- 3. Alternate facilities are unavailable or available only at undue cost or inconvenience.
- 4. Such use does not entail utility service beyond that provided for the normal school day.

These organizations or groups would include: civic clubs, recreational programs and exstudent organizations.



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Full Charge: In all other instance full charge for facilities will be made in accordance with the structure approved by the BISD Board of Trustees.

#### Exceptions:

- 1. School facilities shall not be rented to a group or organization that does not have a local sponsoring group.
- 2. School facilities shall not be used for commercial purposes.
- 3. The superintendent, or designee, shall determine whether the charge to the requesting group or organization will be at "full charge", "minimum charge", or "complimentary". Any variation from the District's facility use policy, relating to rental costs, shall be at the discretion of the Superintendent, or his designee. The superintendent or designee may consider in-kind payments in lieu of cash from non- profit student-oriented groups or organizations.



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#### Rules and Regulations

- Procedures: Use of buildings and facilities shall be cleared with the BISD Deputy Superintendent. Use of athletic facilities shall <u>also</u> be cleared with the district's Athletic Director. Prior to use, all users shall sign an appropriate contract in forms promulgated by the Superintendent. Such contract form(s) shall be consistent with Board policies, but may contain provisions regarding insurance or other matters deemed advisable by the Superintendent. Renters must clearly and accurately specify in the rental contract the sponsoring organization, the purpose of the activity, the number and ages of the expected participants and the name, address and telephone number of the lessee.
- 2. District facilities should not be used for activities that would be in conflict with the purpose for which the facility is intended, that could cause a public safety or health hazard, or that would be for the purpose of advancing any doctrine or theory subversive to the Constitution of laws of the State of Texas or the United States.
- 3. Political Groups: Political groups shall be eligible to use school facilities provided all opposing candidates, views, and/or positions shall be given equal opportunity for representation. Failure to provide such an open forum shall result in the revocation of any existing contract to use school facilities.
- 4. Alcohol, Tobacco, Controlled Substances: the State of Texas prohibits by law the possession, consumption, or exchange of any alcohol or controlled substances on public school premises. Smoking and/or the use of tobacco products in school facilities or on school property is strictly prohibited. The possession of any intoxicating beverage for consumption, sale, or distribution while on the grounds or in a building of any school in the district or while entering or inside any enclosure, field, or stadium where an athletic event sponsored or participated in by a school in the district is being held constitutes a Class C misdemeanor.
- 5. Flammable Liquids and Volatile Materials: Volatile materials and flammable liquids such as, but not limited to, gasoline, kerosene, bottle gas and oil are not permitted in any school facility, other than as necessary for classroom instruction and under the supervision of school district employees.
- 6. Damages: Any group using school facilities, on a fee or non-fee basis, including school-related groups shall be responsible for all damages, willful or accidental, and shall agree to restore to original condition any school property damaged during the time when the school facility was in use. School officials shall be the sole judges of any damages done to school property.
- 7. Equipment Use Requests: Requests must be made at the time of application for any equipment that is to be furnished by Beeville ISD that is in addition to the normal items found available in the facility being rented. All such items will be charged for at a rate determined by the Deputy Superintendent at the time of application. No fixtures, equipment, or furniture shall be removed from any building or re-arranged between rooms and facilities except by permission of the principal subject to the confirmation of the Facilities Director.
- 8. Supervision: Adequate supervision, including law enforcement officials, is to be



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- 9. provided by those to who the accommodation is granted to ensure order and the protection of property. If questions arise regarding the need for law enforcement supervision, the Superintendent or designee will make the determination in conference with the approved user. No usage of facilities shall be allowed unless an employee of the District is present to open and close the facility. Renter assumes full responsibility for the conduct of any and all persons using the facility during rental.
- 10. Kitchen Use: Any usage of the kitchen area requires a BISD child nutrition employee in attendance to supervise, open and close the kitchen, and oversee any usage of equipment. The cost for this supervision will be determined annually. Preparation and cleanup is the responsibility of the group using the facility.
- 11. Sunday Use Restrictions: No district facilities shall be rented on Sundays, other than as provided in
  - #11 below or as approved by Superintendent or designee. Utility and personnel costs shall be a determining factor in consideration of these requests.



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- 12. Church Services (extended use): School facilities will not be rented on Sundays by any organization other than an established religious group for church services following a catastrophe or emergency which make the regular place of worship unusable, or during temporary construction or renovation. Rental for services will be on a monthly basis and will be limited to a period not to exceed six (6) months. Any religious groups that worship on any other day of the week would be subject to the same limitations as those that worship Sunday. Such churches must have their regular place of worship located within the Beeville Independent School District.
- 13. Custodians: Custodial assistance shall be furnished for all after-hours and non-school day events, at a rate to be determined annually, to ensure facilities are clean and ready for school the following day. A minimum of one additional hour shall be charged for custodial opening and closing. All payments for district employees shall be made to the District; employees will be paid through BISD payroll. The custodian assigned to open and close the building will remain on duty for the entire period of activity unless otherwise stated in contract. The custodian will be paid only by the school district. The organization using the building will pay no honorarium, and will not "tip" the custodian or other employees.
- 14. Fees and Deposit: BISD facilities are leased at operational cost only. The Superintendent or designee may require an additional security deposit which may be used to cover any additional clean-up or repair of the facility following use. If additional clean-up or repair is not necessary, the deposit will be returned to the renter.
- 15. Insurance Requirement: Any organization using school facilities shall be required to provide an original Certificate of Insurance with Beeville ISD as the Certificate Holder, indicating a minimum \$1,000,000 combined single Limit for Bodily Injury and Property Damage Liability coverage. The adequacy of the insurance certificates shall be determined by the Superintendent or designee. The group or organization renting school facilities shall guarantee orderly behavior or any and all persons using the facilities and shall be liable for any property damage due to their use of the facility and for any personal injury to any participant or spectator
- 16. Inaccurate or untruthful statements made in rental applications or contracts, or violation of rules and regulations for use of school facilities, may place the group or organization on an ineligible list for future use of school facilities.
- 17. Summer Recreation Programs and Summer Camps shall be governed and coordinated through a separate district regulation and within the join agreement with the City of Beeville or Coastal Bend College.
- 18. IN NO EVENT SHALL KEYS BE ISSUED TO NON-SCHOOL EMPLOYEES.

The Beeville Independent School District shall in no event be responsible for injuries to persons or damage to property immediately prior to, during or after any program held on school property.



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The Beeville Independent School District does not discriminate in the acceptance of applications for, or the rental of any facility, with regard to race, creed, color, and religion or political persuasion. However, the Superintendent may refuse the use of any school facility to any lessee when, in the opinion of the Superintendent, such use would not be to the best interest of the public or would be in conflict with the school use. The Board, through its administration, reserves the right to revoke at any time any lease or rental agreement of a school facility whenever, at the sole discretion of school authorities, the public interest demands such action. Any unused rental fee shall be refunded.

**Central Administration Office** 

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#### Beeville ISD Rental Rates for non-school related (Revised on 07/27/2017)

All facilities shall be rented on a <u>three-hour minimum basis</u> unless otherwise noted.

A.C. Jones High School, Moreno Junior High,

Cafeteria with Kitchen \$100/hour

w/o Kitchen \$65/hour (support staff at additional cost)

Gym \$100/hour (support staff at additional cost)

Auditorium and Stage \$300/hour

\$100 each additional hour (3 hour minimum)

(Support staff at additional cost)

Veterans Memorial Stadium with Lights \$2000 (support staff at additional

coet)

Classrooms \$25/hour

Elementaries,

Cafeteria with Kitchen \$75/hour

w/o Kitchen \$50/hour (support staff at additional

coet

Gym \$25/hour (support staff at additional

000t)

Classrooms \$25/hour

Richard Beasley Complex \$100/hour (support staff at additional

cost)

Personnel

Custodial/Maintenance \$20/hour (each)
Staff BISD Security \$30/hour (each)
Cafeteria Staff \$25/hour (each)
Lighting Tech (FAC \$35/hour (each)

Required) \$50/hour

BISD Employee in Charge

Sound Tech (FAC required) \$35/hour (each)

Proof of liability insurance must be provided to Beeville ISD by the school or organization using the facility, field, or stadium. The certificate of insurance must list Beeville ISD as the certificate holder and must include beginning and ending dates of coverage.



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#### Beeville ISD Rental of School Facilities UIL/Athletic **Playoffs**

Beeville ISD facilities may be used for UIL Athletic playoffs on a turnkey fee basis.

The district Athletic Director shall be the contact for scheduling purposes.

**Facility** Cost

Veteran's Memorial Stadium Football

\$4,500

Soccer \$800

\$800 JHS (Marion B. Horton) Gym

Richard Beasley Complex \$800

CONTRACT: Specific to each school district and

activity FEE: Specific to each school district and

activity



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Auditorium Rules and Regulations School and Non-School Related Events

INDEPENDENT SCHOOL DISTRICT

INSPIRING BOLD INNOVATIVE LEADERS

- 1. Absolutely NO food or drinks shall be allowed in the auditorium, classroom areas or stage at any time.
- 2. Students shall not be allowed on the stage, in the auditorium, or in control areas unless under the direct supervision of administrators or instructional staff.
- 3. Sound/lighting technician fees shall be assessed for all auditorium rental agreements whenever the use of the sound/lighting equipment is required. This fee shall be determined annually and approved by the BISD Board of Trustees.
- 4. Administrative staff, or professional staff assigned to supervise the event, will be present at all School-related activities.
- 5. Adequate security shall be provided for each activity scheduled after regular school hours. The final determination for the level of security needed will be made jointly by the Superintendent and the Principal of the high school or designee.
- 6. No banners, signs, or posters may be hung on inside or outside walls without prior approval of the Superintendent and high school Principal.
- 7. Lessee is responsible for repair or replacement of any damages or disfigurement to the facility.
- 8. No electrical or communication devices may be connected to the sound or lighting system without approval.
- 9. Activities, both school and non-school related, requesting to be placed on the Auditorium calendar must be received at least thirty (30) days prior to the date of the event.
- 10. Nothing may be hung, attached to, or suspended from, the stage rigging without prior written consent of the Superintendent, the high school Principal and the Auditorium Coordinator.
- 11. In regard to non-school related activities, lessee is responsible for furnishing all tickets, and for advance and performance date sale of tickets. Lessee shall not, under any circumstances, print or sell more tickets for any one performance than there are seats available.
- 12. The Superintendent, or designee, shall have final discretion over disputes regarding rates, rules, scheduling, and regulations.

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#### School Usage Application Form

Requesting Party:	C	ontact Person: _	
Phone:	Address:		
Description of Activity:			
Campus Site:	Fa	cility Requested:	
Monday[] Tuesday[]	Wednesday [ ]Thursd	ay[]Friday[]	Saturday [ ] Sunday [ ]
Date(s):	Times: from	am/pm to	am/pm # hours
Date(s):	Times: from	am/pm to	am/pm # hours
Approved	irector of Athletics (Athle	otio Egoilitios)	Date
ום f denied, reason for deni	•	•	
	idi		
Approved Denied			
Ca	ampus Administrator/ P	•	
f denied, reason for deni	ial:		
Approved Denied			
30	uperintendent or design		Date
f denied, reason for deni	ıaı:		
PAYMENT PROCEDUR rental.	E: Payment is to be n	nade in full at le	ast ten (10) days prior to
attendance. This manage usage of equipment. I Maintenance/custodial s	er will be present to ope Preparation and clean taff person must be pa	en and close the -up is the respo id to lock and u	ild Nutrition Manager in kitchen and oversee any onsibility of the Renter. nlock facility rented and ree-hour minimum basis
Facility Usage Fee:	Hours:	_@pe	er hour = \$
			er hour = \$
Cafeteria Staff:	Hours:	_@pe	er hour = \$
Lighting/Sound (FAC):	Hours:	_@pe	er hour = \$



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TOTAL	FEES:	\$			
If school usage application is accepted, the following is to b	e complete	ed by the			
Custodial/Maintenance Supervisor and Kitchen Supervisor if applicable, and returned to the Superintendent or designee following the rental.					
Name of Supervisor/Staff person:	「otal Hours	worked:			
Was the facility left in good condition? Yes [ ] No [ ] Comments:					

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#### **BEEVILLE ISD PLAYOFF ARRANGEMENT**

SPORT:			SITE: Sta	adium HS	Gym JH	Gym Baseball	Softball
LEVEL:	1A 2A Bi District			A 6A arterfinal	Regional S	Semifinal	
TEAMS:	HOM	IE TEAM	_		VISITING	TEAM	_
DATE:							
GAME TIME:					Open fo	or teams:	Gates:
TICKETS	Adults: \$ Students: \$_						
PASSES:	1			2			
	3			4			
The following ir	nformation reg	garding Bee	eville ISD F	acility Renta	ıl is provide	ed for your con	venience.
All fees are turr	n-key:						
Stadium - Footl Stadium - Socc Gyms Baseball / Softl	er	\$4,000. 600 600 600	.00 .00				
Turn Key Price	Includes:						
Site maintenan Administrator Scorebook Ambulance*	ce	Cleanup Ticket sel Scoreboa Ushers*		Utilities Ticket take Tickets Monitor(s)	. ,	Security Announcer Water & Ice Parking*	
Price <u>Does Not</u>	: Include:						
Officials	UIL F	ee	Clock (	Operators*		Chain Crew	k
* Football Gam	es Only						
Important Phon	ne Numbers:						
Athletic Office ( Athletic Fax Stadium Press Terry Greenup	(361) 362-110 Box (361) 36	08 2-6000 ext.	5088				

call us.

We do not allow hang up signs, posters, streamers, or confetti for playoff games.

Thank you for considering Beeville ISD as your playoff site. If we can help you in any way, feel free to

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# Community Facilities Rental Agreement

e Beeville Independent School District agrees to allowon,		vuse of
		,between the
hours of_	am/pm and	am/pm subject to the following
	conditions:	
Office	the Renter pays \$ Payment shall be at least ten (10) days in advance of the us payable to Beeville ISD.	
	the Renter shall also pay charges of \$ection with the use of the facility. (Custodia	
	the Renter shall pay any charges provided ations on facility use for school personnel no cility.	•
4. That	the Renter shall use the facility only for the	purposes consistent with law and as

- 5. That the Renter shall be responsible for restoring the facility to the same clean condition the facility was in at the time Renter took possession.
- 6. That the district may revoke its permission to use the facility at any time it is determined that a group's use creates instructions conflicts, damages school property or violates Board policy and/or administrative regulations.
- 7. That the Renter accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs/replacement or for any damage done to the building(s), equipment or other school property used by the Renter. The Renter also assumes full responsibility for the conduct of any and all persons using the facility during the rental.
- 8. That the Renter agrees to assume all liability and hold harmless and indemnify the District, it's Trustees, employees and agents from any and all liability arising out of the Renter's use of facility.
- The Renter shall furnish evidence of liability insurance coverage for the event and shall name the District as an additional insured on the policy as specified by the District.



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Executed on thisday of	:
Name (organization/renter)	Name (BISD)
Position	Position
Organization/Renter	Beeville ISD



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# Facilities Indemnification and Hold Harmless Agreement

l,	,	am	the	duly	auth	orized
I, representative of	, and	am	emp	owered	to	ente
into this agreement on behalf of the aforem						
understand that the Beeville Independent School I	District ha	ıs insı	urance	which	prote	cts the
Beeville Independent School District, its employed	ees, ager	nts, a	nd pro	perties	, for s	schoo
district sponsored and supervised events only. My	/ compan	y or o	organi:	zation ι	unders	stands
and agrees that it shall provide proof of full liab	ility insura	ance	covera	age to t	the B	eeville
Independent School District upon request, and the	nat it sha	l assi	ume fu	ıll respo	onsibi	lity for
any property damage suffered by the Beeville Inde	ependent	Scho	ol Dis	trict as	a res	sult of
the event or function involved. Furthermore, my	compar	y or o	organiz	zation ι	unders	stands
and agrees that it shall be fully responsible for an	y person	al inju	iry tha	t may c	ccur	to any
persons who are employees, agents, or guests	of our o	rgani	zation	during	the ι	usage
Furthermore, my company or organization agrees	s to hold	harm	less a	nd to in	ıdemr	nify fo
any damages of the Beeville Independent Scho	ol Distric	t as	a resu	It of ar	ıy cla	ıim foı
compensation as a result of any injuries of person	s or dam	age to	any p	roperty	whic	h may
occur while my company or organization has the	right to t	he us	e of a	ny facil	ities c	o nwc
operated by the Beeville Independent School Dist	rict.					
Signed	Date					
<u> </u>						
Witnessed	Date					