

## AGREEMENT FOR USE OF EANES ISD FACILITIES

AUTHORITY: EANES INDEPENDENT SCHOOL DISTRICT POLICY GKD (LEGAL) AND GKD (LOCAL) ADOPTED DECEMBER 14, 1988 AND AMENDED AUGUST 18, 2009.

### Preface:

The Applicant is required to answer all information, provide documentation and Certificate of Insurance as requested and comply with all provisions of policy, guidelines, laws and rules that govern Eanes I.S.D. There are **ten (10)** pages of this agreement. Completion of the application does not authorize approval for use nor does it assure availability or use of equipment. The Applicant may receive a copy of Eanes I.S.D. Policy GKD (Legal), GKD (Local) and GKDA (Local) upon request.

## Section 1: Rental Terms and Conditions

The application incorporates the terms and conditions of this Agreement and any Amendments. Amendments or modifications to this Agreement shall be in writing and signed by both parties. Only the Superintendent may approve an Amendment to this Agreement.

### Rental cost and fees for use of facilities

Applications must be filed no less than 21 days and no more than 60 days prior to the requested date(s) of use. Any use of school facilities can be canceled at the discretion of the Superintendent without advanced notice, if the activities are determined to be in conflict with District activities. In the case of cancellations, the District assumes no liability other than the return of any previously paid fees for unused facilities. The District shall not be obligated to locate and/or provide substitute space for an approved organization should the space be required by an approved organization with higher priority.

All payments must be mailed or made in person at the Eanes ISD Business Office. No Eanes ISD employee is authorized to accept tips, gratuities, or wages directly from the Applicant or renter.

Applicant will be charged for all dates and times scheduled, unless a cancellation notice of at least **five (5) working days** is received.

All approved organizations may be required to pay rental costs that include building fees and/or staff support fees as outlined in the Eanes ISD Administrative Regulations. The organization's authorized representative who signs this application/agreement agrees to pay all rental fees within 30 days of the date of statement.

Per Board Policy, GKD (Legal), a youth group is any group or organization intended to serve young people under the age of 21. In order for an organization to qualify for the Eanes ISD youth group rate, Eanes ISD requires that 85% of the total participants of the organization must be Eanes ISD students and a roster of the student participants and the school they attend is required.

**Note: A six percent (6%) penalty will be added to the total rental cost statements that are 30 days past due from date of posting, and a (15%) administrative penalty will be added to the total rental cost for payments 45 days past due. Failure to pay all rental fees and penalties and to bring the rental account fully up to date by the 60<sup>th</sup> day shall result in the loss of rental privileges.**

### Insurance requirements

The following information is provided to inform the Applicant of insurance requirements to be provided and approved prior to use of any school property. Note: Eanes ISD does not purchase liability insurance for death, property damage or personal injury as a result of a rental organization's actions or omission, the operation of a motor vehicle by a member of the rental organization, or the rental organization's use of school property.

**The Applicant must provide an Accord Certificate of Insurance with types and limits of insurance given below at the time of submission of the Rental Application.** Applications received without an accompanying Accord Certificate of Insurance will be declined and returned.

The Accord Certificate of Insurance shall name Eanes Independent School District as "Certificate Holder". The Accord Certificate of Insurance must provide coverage for the whole term of the Rental Application. Eanes ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

## AGREEMENT FOR USE OF EANES ISD FACILITIES

NOTE 1: All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current Best Book, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Eanes ISD. The Insured shall be the named organization. The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. Eanes ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

NOTE 2: All Organizations shall provide Fire Damage Liability insurance coverage with \$50,000 limits.

NOTE 3: Organizations listed in Eanes ISD Policy GKD (Local) that are required to provide insurance coverage include Priority 5 [only for organizations classified by law as "charitable organizations" incorporated under 501(c) (3) or 501(c) (4) nonprofit corporation], and Priorities 6, 7, 8 and 9. These organizations shall provide evidence of current Comprehensive General Liability insurance coverage which shall apply to the acts or omissions of the organization and its employees, agents and volunteers and be in the amount of at least \$1,000,000 for each occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate.

In addition, if the Organization employs persons or officers, the organization shall provide Workers' Compensation and Employer's Liability for statutory minimums require by State of Texas laws and rules, or produce certification that the Organization is in current compliance with rules promulgated by the State of Texas Workers' Compensation Commission.

Governmental organizations shall provide statutory minimum coverage.

NOTE 4: During the term of rental, should a Priority 5, [only for organizations classified by law as "charitable organizations" incorporated under 501(c) (3) or 501(c) (4) nonprofit corporation], and Priorities 6,7,8 or 9 organization require use of the organization's or employees(s) vehicle(s) owned or rented by or donated to the organization to be driven within the boundary of Eanes ISD property, the organizations shall provide a Certificate of Insurance with the named entity as INSURED, and Eanes ISD named as a Certificate Holder, with coverage for Automobile Liability at a minimum of \$500,000 combined single limit.

### **Health Requirements**

Operation of concession stands at Westlake High School is reserved to the Westlake High School Booster Club (Parent Teacher Organization) by Board Policy CDG (Local). All food servings must be in compliance in accordance with Texas Health and Safety Code (HSC), Chapter 438, Subchapter G. A temporary food permit from the Texas Department of Health and Human Service may be required. (See Section 7 titled "Do you need a temporary food event permit?")

### **Nonprofit Status Verification Requirement**

All 501(c) (3) nonprofit corporations shall provide a copy of their letter of determination from the IRS and a copy of their 501 (c) (3) paperwork as part of this application.

Note: Priority 5 organizations may be required by Eanes ISD to produce insurance coverage. The organization acknowledges by this signed application that the organization's officer(s) understand and accept the personal liability required under the "Charitable Immunity and Liability Act", and accept all applicable personal liability for the organization's use of school facilities and properties.

### **No Waiver of Immunities**

Nothing in this Agreement waives or alters any immunities provided Eanes ISD, its employees, agents, or officers, under Texas or federal law.

### **Indemnity provision**

Applicant hereby agrees to and shall indemnify, defend, and hold harmless Eanes ISD, its agents, trustees, officers, and employees from and against any and all suits, actions, losses, damages, liability, and claims of any character, type or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of Eanes ISD's facilities by Applicant, its agents, officers, employees, or invitees. **Such indemnity shall apply where the above referenced suits, actions, losses, damages liability, or claims arise in whole or in part from the negligence of Eanes ISD.** Applicant agrees to and shall insure its obligations under this provision in the amounts specified pursuant to this Agreement.

## AGREEMENT FOR USE OF EANES ISD FACILITIES

### Conditions of Facility Use

By submitting this application for review and approval, the Applicant agrees to all of the following terms and conditions of facility use:

General conditions for use of Eanes ISD facilities:

- Eanes ISD endeavors to make its facilities available for use by groups with an 85% participation rate of District students and District residents. Appropriate rosters and/or other documentation will be provided to the Facility Rental office, if requested.
- Due to safety and health concerns, no pets are allowed at events, including dogs (except for guide dogs for the visually impaired).
- Applicant shall obtain prior written approval from the Facility Rental office before using or contracting to use inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, animals, reptiles, and the like on District property.
- Facilities are available for rental one hour after the school day has ended and all events must be over by the following stated curfew, Sunday through Thursday:
  - Elementary Schools curfew 8:00 p.m.
  - Middle Schools curfew 9:00 p.m.
  - High School curfew 10:00 p.m.
  - Off fields before dark.
- All trash or recycle container pick-ups, other than those normally scheduled, which are required as a result of the organization's event will be paid for by the organization.
- For priority groups 5 through 9, custodial cleaning shall be arranged for by the Eanes ISD Facility Rental office and paid for by the organization at the rates listed in the Eanes ISD Administrative Regulations.
- All specialized equipment (Projectors, PA systems, computers, lighting equipment, bleachers), will be operated only by District Employees. Additional fees for staff and equipment will apply for these services.

In addition to the above, for events with 50 or more in attendance:

- All events scheduled by the organization, where an attendance of 50 people or more is anticipated, will coordinate with the Eanes ISD Facilities Rental office prior to the event. All such organizations are also required to provide security as determined by Eanes ISD Facilities Rental office during the full course of the event. The cost for specialized personnel, such as police, security, or parking lot attendants will be billed to the sponsoring organization. Custodians will not be considered as security. Custodial cleaning at such events shall be arranged for by the Eanes ISD Facility Rental office and paid for by the organization at the rates listed in the Eanes ISD Administrative Regulations.

In addition to the above, for the use of gymnasiums, fields, cafeterias, and stages, the following restrictions apply:

- The use of decorations of any type must have prior approval.
- Food and/or drinks are not allowed in all gymnasiums or in the Westlake Community Performing Arts Center.
- Organizations will be required to provide adult supervision during all events at the ratio of one adult for every 25 children participating in the event.
- Use of district kitchens will only be allowed under the supervision of an employee of the Eanes ISD Child Nutrition Center (CNC). Rates for CNC employee are equivalent to those for Custodial Employees. All costs will be billed to organizations at the rates listed in the Eanes ISD Administrative Regulations.
- Per Board Policy CDG (Local) operations of concessions stands at Westlake High School shall be the primary responsibility of Westlake High School Booster Club (Parent Teacher Organization). No other concessions may be sold at Westlake High School without the variance provided by WHS PTO. (Signed variance from WHS PTO Concessions Chairperson must accompany application.)
- Smoking or tobacco use is not allowed on school property.
- Open flames are not allowed on any school property unless approved for food warming.
- Firearms or explosives will not be allowed on school property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes, or other unauthorized areas such as sidewalks, parking islands, or playfields. (see section 4)

## AGREEMENT FOR USE OF EANES ISD FACILITIES

- Organizations using school facilities are responsible to enforce all restrictions.
- All groups and organizations using any of the Eanes ISD playfields, playgrounds, or other outdoor facilities are expected to adhere to the Eanes ISD Lightning Emergency Plan, which includes vacating premises when Thor Guard Lightning System is activated. (see section 5)
- All groups and organizations using any of the Eanes ISD playfields, playgrounds, or other outdoor facilities are expected to adhere to the Eanes ISD Integrated Pest Management Program. (see section 6) For any pest control issues contact the Facilities Rental office.
- All turf guidelines must be followed for the use of Eanes ISD turf fields.
- Applicant shall obtain prior written approval from the Facility Rental office before using or contracting to use inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles, and the like on District property.

### ADA Compliance

Applicant hereby agrees, warrants, and represents that Applicant will comply with the Americans with Disabilities Act at least to the same extent Eanes ISD would be required to comply with such act. Applicant will indemnify and hold harmless Eanes ISD and its officers, employees, and agents for, from and against any and all claims by third parties alleged against Eanes ISD for alleged violations of the Americans with Disabilities Act relating to Applicant's operations, programs, and/or failure to make accommodations.

### Conditions for Westlake Community Performing Arts Center

- The Westlake Community Performing Arts Center consists of several different units:
  - A. A Theater.
  - B. A Lecture hall.
  - C. A Recital hall.
  - D. A Black Box Theater.
- In each theater, a fixed conventional lighting rig and sound system with a limited selection of wired microphones are included in the cost of the rental. Any other special technical needs (i.e. mirror balls, black lights, etc...) are to be provided by the purchaser.
- Applicant shall provide ushers for all events; otherwise, Eanes ISD will impose an additional charge to provide the ushers.
- Rental shall be figured on an hourly basis with a minimum of four hours for each rental period.
- The rental rate shall be the same for set-up, rehearsals, and performances.
- A minimum of four technicians shall be hired for each rental period at the expense of the renter. Technicians must be employees of Eanes ISD. If the Facility Director deems it necessary to have additional labor, each additional employee shall be paid for by the sponsoring organization.
- The purchaser understands that the Facility Director and technicians will be paid for one hour prior to each rental period to allow for set-up and a minimum of two hours following the termination of each rental period for clean-up.
- The number of custodians necessary for the event and the hours worked will be determined by the Facility Rental office.
- Adequate security may be required for the actual event and is to be provided by the Travis County Sheriff's Office. Security must arrive thirty minutes prior to the start of the event and may not leave until the facility has been vacated by all patrons.
- Concessions are to be sold by the Westlake High School activity groups only. The purchaser may not sell concessions of any kind. Permission to sell any other type of product in the Fine Arts Facility during the rental period must be obtained from the Facility Director prior to the execution of the rental contract.
- Each audience member must be seated in a fixed chair prior to the start of the performance and may never be seated in an aisle.
- No food or drink of any kind, other than bottled water, is allowed in the theater itself.
- Performances lasting longer than ninety minutes will require an intermission.
- Fire, pyrotechnics, candles, or open flames of any type are strictly prohibited.
- **Rentals for all or part of Community Performing Arts Center are not final and are not treated as officially booked until after the application has been approved by the Director of the Community Performing Arts Center.**

## AGREEMENT FOR USE OF EANES ISD FACILITIES

### Governing Law

This Agreement will be construed in accord with the laws of the State of Texas without regard to conflicts of law principles. Mandatory and exclusive venue for any dispute arising out of this agreement will be a court of competent jurisdiction in Travis County, Texas.

### Criminal Background Checks

Approved organizations agree to prohibit employees, agents, or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs or training to public school age children in connection with use of District property.

## Section 2: Instructions, Information and Approvals

### Instructions

Per Board Policy GKD (Local), the application must be submitted and signed by a resident of the district who is an officer of the organization and who shall remain a resident of the District and an officer of the organization during the term of the Agreement. The organization shall submit an amended application for any status change.

The Applicant is required to answer all information, provide documentation and Certificate of Insurance (as required), and comply with all provisions of policy, guidelines, laws and rules that govern Eanes I.S.D. Upon completion of the application by the Applicant, the form must be submitted to the Facilities Rental office for review and approval. The Facility Rental office will coordinate with the administrator of the requested facility for the final approval.

An estimated charge for facility usage may be made available to the Applicant with the approved Agreement for Use of Eanes ISD Facilities, if requested. Charges will be assessed in accordance with the then current facility usage rate chart.

Any questions concerning availability of Eanes ISD facilities or playfields, or the requirements of this document, including insurance requirements should be directed to the Eanes ISD Facility Rental office.

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### Section 3: Eanes ISD Schedule of Minimum Insurance Requirements

The following information is provided to inform the Applicant of insurance requirements to be provided and approved prior to use of any Eanes ISD facility. NOTE: Eanes ISD does not purchase liability insurance for death, property damage or personal injury, the operation of a motor vehicle by a member of the contractor, or the use of school property. The Applicant must provide an Accord Certificate of Insurance with types and limits of insurance given below. **The Accord Certificate of Insurance shall name Eanes Independent School District as a Certificate Holder.** Eanes ISD reserves all rights to accept or deny proposed coverage based on type, limits and the named underwriter.

Note 1: All insurance coverage must be produced by an insurance agent licensed by the State of Texas Board of Insurance, and underwritten by an insurance company that has a minimum A rating in the current Best Book, is authorized to underwrite insurance in the State of Texas by the State Board of Insurance or its designee, and is acceptable to Eanes ISD. The insured shall be the named Organization. Eanes ISD should be listed as "Additional Insured". The Accord Certificate of Insurance shall include amounts of each deductible and all exclusions. The Accord Certificate of Insurance must provide coverage for the whole term of the Agreement for Use of Eanes ISD Facilities. Eanes ISD reserves the right to reject at any time a Certificate of Insurance submitted by an organization.

Commercial General Liability Insurance containing all coverage set out in the basic policy from in Texas including Products and Completed Operations, Contractual, Personal and Advertising Injury, Explosion Collapse and Underground Property Damage Hazard; insurance shall provide limits of:

Policy Aggregate:	(At least) \$1,000,000 or state "NONE"
Each Occurrence:	(At least) \$1,000,000
Products/Completed Operations Aggregate:	(At least) \$1,000,000
Fire Damage Liability:	(At least) \$ 50,000

Automobile Liability Insurance:	
Combined Single Limit:	(At least) \$500,000
(Required if the organization owns vehicles and will be using to bring onto our school property.)	

Workers Compensation	(At least) \$100,000
(Required if the organization has employees who will be performing manual labor of any kind on school property.)	

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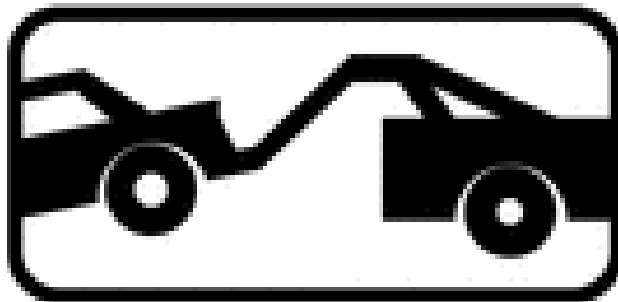
Section 4: EANES ISD Safety is our Priority

# Safety is our Priority

**Please help us keep our schools and kids safe!**

***Remember, an illegally parked vehicle may impede medical emergency access. Don't be responsible for any delays; it could be for your child or family member.***

**Please do not park in fire lanes, by fire hydrants, blocking driveways, in handicap spaces or in handicap accessible routes.**



Effective immediately, all vehicles illegally parked in any Eanes ISD property will be fined and/or towed, at the owner's expense. (2000 IFC, Chapter 5, Section 503, 503.4 Fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles.)

**Fines may be up to \$500. Towing may be up to \$150.**  
Big A Towing 512-873-7899 is contracted with Eanes ISD for towing service.

**All groups using any Eanes ISD facilities and grounds are responsible for keeping all emergency access clear at all times. Large events may be required to hire extra security.**

Section 5: Eanes ISD Lightning Warning

# LIGHTNING WARNING



Lightning is a severe hazard that must be viewed seriously. Everyone should immediately seek shelter any time they believe lightning threatens them, even if a signal has not been sounded.

You will be warned by our THOR GUARD LIGHTNING PREDICTION SYSTEM, which sounds ONE 15 second blast of a horn signaling suspension of all activities. If you are within visibility of system, the strobe light on top of system will begin flashing and remain flashing until safe conditions return.

You should immediately seek an appropriate, safe shelter.

You may resume activities only after THREE 5 second blasts of the horn are sounded and the strobe light stops flashing.

***IF YOU REMAIN OUTDOORS AFTER THE WARNING IS ISSUED, YOU DO SO AT YOUR OWN RISK AND SUBJECT ALL STUDENTS IN YOUR CARE TO DANGER!!!***

All youth organizations using an Eanes ISD outdoor facility are expected to abide by the Eanes ISD's lightning policy as part of the Agreement For Use of Eanes ISD Facilities.

## Lightning Safety Tips

### SEEK

- Large buildings
- Lightning shelters
- Automobiles/Buses
- Tunnels with no standing water

### AVOID

- Open areas
- Water
- Tall trees
- Metal fences
- Overhead wires and power lines
- High ground areas
- Telephone and cellular phones
- Radios
- Small, unprotected shelters

**Section 6: EISD Integrated Pest Management Program**



The Texas State Legislature [passed legislation](#), requiring **ALL** [school districts](#) to have an [integrated pest management program](#) adopted by September 1, 1995. Integrated pest management, or IPM, is simply a strategy that relies on a combination of the best available control tactics, with an emphasis on the least hazardous methods, to effectively and economically reduce pest. IPM relies heavily on information about the pest; its changes in population to devise accurate and targeted control strategies that require minimal, or no, use of pesticides. IPM is a collaborative effort involving administrators, teachers, students, facilities staff and pest control operators, among others.

Note: Per Eanes ISD Board Policy, CLB (LOCAL), The District's integrated pest management program, developed in accordance with the requirements of the Texas Structural Pest Control Act and with the assistance of an advisory committee of knowledgeable persons, shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.

**BOTTOM LINE**

**No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the Eanes ISD IPM coordinator and other than in the manner prescribed by law and the District's integrated pest management program.**

**\$5000 fine to the individual may apply, in addition to criminal offense of Child Endangerment.**

## Section 7: Austin/Travis County Temporary Food Event Permit



City of Austin

AUSTIN/TRAVIS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

### **PUBLIC HEALTH AND COMMUNITY SERVICES DIVISION**

Environmental and Consumer Health Unit  
15 Waller Street, Austin, TX 78702  
Phone: (512) 972-5600; Fax: (512) 972-5630



Travis County

### **DO YOU NEED A TEMPORARY FOOD EVENT PERMIT?**

Festivals, parades, celebrations and other special events contribute to the quality of life in Austin. Most of these events also feature food for sale or distribution. These Temporary Food Events (TFE), such as traveling fairs and carnivals, circuses, multicultural celebrations, special interest fundraisers, restaurant food shows, and other gatherings, have become extremely popular and are held with increasing frequency in our community.

Many of these TFE can involve extensive preparation and processes that include the cooking and advanced preparation of food prior to service. Anytime food is being handled there is a possibility of the food becoming contaminated. Some foods such as raw meats and poultry can be contaminated prior to obtaining them. It is estimated that 76,000,000 cases of food borne illnesses occur every year and there are emerging illnesses and drug resistant bacteria that are increasing the hazards. No one wants to make anyone ill and with this in mind the City Code and the Texas Food Establishment Rules (TFER) provide guidelines for permitting and food safety standards for all food establishments. The Health Department has established procedures that can assist with the advanced planning and management of TFE. We ask for your support in promoting these food safety practices

The Austin/Travis County Health Department requires individuals or organizations to obtain a temporary food service permit for any event in which they are offering food for public consumption.

**If you can answer “Yes” to any of the following questions you will need to obtain a temporary food service permit.**

1. Is the general public invited to the event?
2. Can a person other than a member of the organization and their family members or invited guest attend?
3. Have you advertised the event or sold tickets to the general public?

**The following is a list of minimum guidelines for food safety\*\*:**

- NO HOME PREPARED FOODS other than baked goods such as cookies, brownies, cakes.
- Hand washing and ware washing facilities must be provided. The hand washing facility is a container that allows for water to flow freely with a catch bucket below (i.e. a tea urn with the spout propped open) and provided with soap and paper towels. The ware washing facility can be three separate containers set up for washing, rinsing and a bleach solution.
- All foods must be cooked to required temperatures (Ask about specific foods you want to offer)
- Hot foods must be held at 135°F or above
- Cold foods held at 41°F or below
- All foods must be kept covered
- Overhead and floor covering must be provided.

\*\*There may be additional requirements depending on your operation and the types of food you want to offer\*\*  
If you have additional questions, you may contact the Environmental and Consumer Health Unit at 972-5600