

# **Van Alstyne ISD**

## **Facilities Rental and Usage**

### **Handbook**

#### **Members of the Facility Committee**

**Director of Facilities – Rick DeMasters**  
**Administrative Assistant – Lawana Merriman**  
**SRO/Maintenance – Kelly Davidson**

**Director of Athletics – Mikeal Miller**  
**Athletic Department Secretary – Kim Cook**  
**School Gyms/Panther Stadium/Athletic Training Complex/Baseball &  
Softball Fields/Tennis Courts**

**VAISD Campus Principals**  
**Elementary School – Terry Billups**  
**Middle School – Ryan Coleman**  
**High School – Duke Sparks**  
**Schools/School Cafeterias/Cafetorium**

**This document is intended to be a living document to help facilitate the rental and use of our VAISD facilities to the community and campus organizations.**

**VAISD Board Approved**  
**June 21, 2010**

## Using Van Alstyne ISD Facilities

School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate and foster the interest of students and the community, as well as activities which promote the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for the district. Programs serving district students will be given priority for use. The Van Alstyne ISD guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with this policy. (Policy GKD LEGAL and LOCAL)

School district facilities are not automatically open for public use. Normally, all school facilities are operated for school purposes and therefore are not public. **Grayned v. City of Rockford**. All use of school facilities by non-district entities will be coordinated through the office of each facility. All Athletic facilities will be coordinated through the Athletic Department. The district will charge a reasonable fee for community use. The Texas Constitution prohibits school districts from spending district resources to serve nonschool purposes. Arguably, *charging no fees at all constitutes an improper "gift of public funds,"* if the district is spending its resources to keep its doors open for nonschool use. A community group's direct payment of compensation to district staff who works to keep a facility open may lead to violation of federal law. The federal Fair Labor Standards act requires a school district employer to pay overtime to non-exempt employees who work more than 40 hours in a week.

Organizations or individuals using school facilities shall release the district from liability for personal injury and/or damages to personal property. All groups using school facilities shall be responsible for the cost of damages incurred during their use. Organizations using school facilities shall conduct their business in an orderly manner and will abide by all laws and policies, including but not limited to those prohibiting the use, sale or possession of alcoholic beverages, illegal drugs and firearms and the use of tobacco products on school property. Organizations or individuals using school facilities shall not distribute nonschool materials if the materials are obscene, vulgar or otherwise inappropriate for the age and maturity of the audience or if the materials endorse actions endangering the health or safety of students. The distribution of nonschool materials is also prohibited if the materials criticize Board members or school officials or advocating violations of school rules and fall within the standard described at Limitations on Expression. (Policy FNAAL LEGAL and LOCAL)

# How to Schedule a VAISD Facility

## Non-District Related Activities

1. Contact the campus office to check availability of space desired.
  - Van Alstyne Elementary (903) 482-8805
  - Van Alstyne Middle School (903) 482-8804
  - Van Alstyne High School (903) 482-8803  
(cafetorium, lecture hall, etc.)
  - Van Alstyne High School Athletic Facilities (903) 482-8811  
(gyms, stadium, fields, etc.)
2. If the space desired is available, the campus will temporarily schedule the event.
3. Requester will complete and submit a “Facility Use and Setup Request Form” to the campus office.
4. Campus Administrative Staff will confirm availability and sign the form.
5. If event is scheduled for a day or time that the building is not already staffed by support services, central office will provide an appropriate budget code to charge accumulated overtime or support services expenses.
6. Once a request is confirmed by the campus and Central Office receives a copy, then Central Office will review for approval.

If approved – Central Office will:

- a. Determine applicable charges
- b. Notify campus and requestor of approval.
- c. Send requester a Facilities Use Agreement & collect charges if required.
- d. Provide Custodial Staff instructions and/or setup directions
- e. Maintenance will schedule the heating or air conditioning required.
- f. Central Office will confirm receipt of the approved form and resubmit to the campus.

If denied – Central Office will notify campus and requester

# Van Alstyne ISD

## Community Use of District Facilities

### Management Guidelines

**ORGANIZATION** All use of school facilities by non-district entities will be coordinated through the office of each facility. All Athletic facilities will be coordinated through the Athletic Department.

**AVAILABILITY** School buildings and other facilities shall be made available to groups that wish to conduct activities which promote, stimulate and foster the interest of students and the community, as well as activities which promote the efficiency of the school district, so long as such activities do not conflict with the school program and community expectations for the District. Programs serving District students will be given priority for use. The following guidelines shall pertain to all groups who desire to use schools and/or other facilities in accordance with this policy. (Policy GKD LEGAL and LOCAL)

1. **COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES.**  
No school facility shall be used by any group or individual who is not in compliance with the requirements of all Federal or State statutes, regulations and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, handicapping conditions, age or other classification. State law prohibits the use of alcohol on school property. All laws (federal, state, local) and District policies are in effect 24 hours per day, including the times a facility is rented. Contraband shall include, but not be limited to drugs, drug paraphernalia, weapons, alcohol, and pagers/phones possessed by students. District police officers, or any other law enforcement officer, shall enforce the law and arrest individuals for the violation of any law including but not limited to possession or consumption of alcohol on school property, drug law violations, weapon law violations, disruptions, trespassing, and the violation of any traffic law. The District's "Tobacco Free Policy" prohibits the use of tobacco in ANY form, in or on any District property or any location leased by the District where a user group is being held. The policy includes, but is not limited to, all buildings, vehicles, property (outdoor or indoor), and all staff, students, parents, visitors, and patrons. (GKA Legal, Education Code 38-006)
2. **VIOLATION OF LAWS, RULES, REGULATIONS AND POLICIES.**  
Any misrepresentation by any organization and/or individual, any abuse of any District property, any violation of state, local law or federal and/or any violation of any District policy, rule or regulation may result in: 1) the immediate termination of the contract; 2) the requirement to immediately vacate the premises; and/or 3) the denial of that organization's and/or individual's request for future use of the premises.

3. LONG TERM LEASES  
Organizations desiring to rent a facility on an extended basis shall be allowed to lease only the Elementary and Middle School campus. These regularly scheduled meetings must only be held on Saturday, Sunday morning or Sunday afternoon in order to allow district staff ample time to prepare for school. Organizations renting facilities on an extended basis must be comprised of at least 25% of residents residing in District boundaries. A membership roster reflecting member addresses must be provided to the Superintendent's designee upon request. **Long-term rentals may require contractual agreements and may also be subject to a different fee schedule.**
  
4. RESTRICTED USE OF CERTAIN AREAS  
Certain areas such as laboratories, shops, and open teaching areas are not available for public use. Cafeteriums may be used by non-profit organizations for general youth group leadership-training events; by performance studios for annual recitals or one time events and any established business partners for approved training or employee recognition events. The athletic type facilities will be available to lease only with the approval of the District's athletic department. Concessions, if applicable, will be operated by a VAISD organization, unless otherwise negotiated.
  
5. RESTRICTED USE DATES  
Facilities cannot be reserved for leasing until September of each year to allow campus staff the opportunity to set campus schedules. There will be no leasing during Thanksgiving Break, Winter Break, Spring Break or the Month of August (except for Long term leases).
  
6. ACCESS TO FACILITY KEYS  
Only authorized employees of the school District shall be permitted to have keys to District facilities.
  
7. CUSTODIAL AND OTHER SERVICES  
District custodial staff shall be present during the duration of all facilities use. Base custodial fees charged to paying groups shall include limited custodial service only. Any specific service required shall be paid for in addition to the base fee.
  
8. PROPERTY DAMAGE  
Damages to District property shall be paid for by the using group whether caused by the using group or others. Misuse or abuse of District equipment and/or facilities will result in the immediate denial for further use.

9. INSURANCE

All groups must sign a Rental Agreement and must furnish liability insurance prior to approval for use. Any organization using school facilities must provide an original Certificate of Insurance, with the district named as the Certificate Holder, indicating a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability coverage. In addition, the district must be named as an additional insured on this policy. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, the district reserves the right to determine the acceptability of a carrier regardless of its rating. The insurance requirement may be waived by organizations that exist for the improvement of educational opportunity in the District, subject to the approval by the Superintendent or designee.

10. ATTENDANCE BY GENERAL PUBLIC

Any group renting or using a building for an occasion which the general public is eligible to attend shall be held responsible for the treatment of the property by the general public during that time. The group shall, at the discretion of the Superintendent/designee, be required to employ Law Enforcement officers to help ensure the safety of attending persons as well as to help prevent the destruction of school property. Employment of law enforcement officers does not release the renting or using group from liability for any damages incurred and/or injuries sustained while the building is occupied by the using group.

11. SUBSEQUENT AGREEMENT

After the original agreement, groups or organizations desiring to continue to use the facility shall be required to submit a new application. Changes made after the original agreement is signed which affect the amount to be charged and/or the conditions of the rental agreement shall necessitate the signing of a new agreement to supersede the original agreement.

12. USE OF SCHOOL KITCHEN

Any group or organization wishing to use a school kitchen shall be required to have District Food Service staff on duty to supervise the use of equipment during the entire time the facilities are rented or used. Any individuals working in the kitchen area will be required to have a Food Handlers certification. A charge of one and one-half times the current hourly rate of the Food Service staff member used shall be levied against the group or organization and shall be in addition to any other fees and/or charges incurred by the group or organization pursuant to the agreement.

13. DISTRICT STAFF  
The District shall furnish the necessary staff to open, clean and close the property. If the building is being rented or used during hours when District staff members are normally on duty and it is determined by the Superintendent's designee that no additional cleanup is warranted, there will be no charge for this service. However, if the building is being rented or used for hours during which District staff members are not normally on duty, the Superintendent's designee shall assign the number of staff necessary to maintain the facility.
14. DESIGNATED REPRESENTATIVE  
Any group renting or using District facilities shall designate one member of the group to be responsible for the program or activity. This person shall, in turn, be responsible to the building principal and/or the district staff.
15. DISTRICT STAFF CAMPS  
Any district staff member conducting a camp must be an employee under contract or employee agreement. The camp shall not be sponsored or conducted by a private organization. Financial assistance shall be provided to participants that qualify for the national schools lunch program.
16. RENTAL AND PAYMENT TERMS  
Checks shall be made payable to the District and payment of the facility usage charges shall be made prior to rental or use of the facility. Rental Time shall be charged from the time the lessee enters the building until the lessee leaves the building (set-up time till break-down time). All fees are for rent only, additional cost for required personnel will be determined based on the request.
17. RIGHT OF CANCELLATION  
The district and/or lessee may unilaterally cancel any agreement on any facility by giving notice twenty-four hours prior to a requested lease period. The lessee is entitled to a full refund only if the twenty-four hour notification has been met. Administrative charges may be incurred if a twenty-four hour notice is not possible.
18. EXCEPTIONS AND MODIFICATIONS  
Van Alstyne ISD recognizes the need to allow exceptions for, or make modifications to, this policy as it applies to the best interests of the District. As such, the Superintendent or his designee reserves the authority to make exceptions or modifications to this policy without notice.

**CLASSIFICATION OF GROUPS** Groups that may be allowed to use or rent District facilities shall be classified in five different categories.

**A. GROUPS 1-3**

**Group I.** Student, staff and parent organizations directly related to the District shall have the use of facilities as scheduled by and under the supervision of the principal without charge. Examples: (non-exhaustive)

- a) School student organizations
- b) PTA/PTO/Booster Clubs
- c) Educational professional organizations for district staff
- d) Polling places
- e) School clubs and activities
- f) VAISD recognized Alumni Organizations
- g) VAISD recognized summer programs organized by VAISD coaches/sponsors and approved by Central Office

Groups 1-3 shall not sub-lease or sponsor an activity for which a charge is assessed.

**Group II.** Non-school youth service organizations comprised entirely of students residing within the District, and other community based organizations listed below shall not be charged for facilities utilized between the time of student dismissal and an agreed upon time as set by the principal on school days.

Examples: (non-exhaustive)

- a) 4-H Clubs
- b) Boy Scouts
- c) Girl Scouts
- d) Special Olympics

**Group III.** Non-profit (501c3) service organizations holding an IRS tax-exempt status, whose efforts support the goals, curriculum and student development practices of the district, as determined by the superintendent or the superintendent's designee. Access will be assigned to sites on a schedule, based on space available. Examples: (non-exhaustive)

- a) Foundations for Van Alstyne Schools

**B.GROUPS 4-5**

The specified District facilities shall be available for rental to the following groups and at fees established by the District.

**Group IV.** Non-profit groups and activities serving youth and community.

Examples: (non-exhaustive)

- (1) Youth Sports Groups (VASA, VAFL, PSA, AAU, BCI, BBI, Select, Club, All-Stars)
- (2) YMCA
- (3) Civic and Homeowner's Associations

- a. Rotary Clubs
  - b. Lions Clubs
  - c. Chamber of Commerce
  - d. Political Meetings
- (4) Any religious Groups
  - (5) Churches Leasing Facility for Church Services (must have 25% of membership within district)
  - (6) District residents for private events
  - (7) Texas School Districts & UIL events
  - (8) Grayson County Community College
  - (9) District Staff Sponsored Camps – Staff members must be under contract to district and represent no outside private organization. (Athletic, Academic, Fine Arts)

**Group V.** Profit making groups and activities that serve school or District purposes. Examples: (non-exhaustive)

- (1) SAT Instruction – if conducted by outside private organizations
- (2) Drill Team Camps – if conducted by outside private organizations
- (3) Cheerleading Camps – if conducted by outside private organizations
- (4) Instructional Private Organizations
- (5) Performance Studios
- (6) Any organizations that are classified as non-student groups

## **SERVICES PROVIDED**

### **A. GROUPS 1-3**

1. Groups 1-3 shall be provided free custodial services with the use of the facility when District custodial staff is scheduled to be on duty at the given facility. Any additional services as deemed necessary by the Superintendent/Designee shall be paid for by the using group. Examples of staff frequently needed: (non-exhaustive)

- a. Security Officer - \$35.00 per hour
- b. Supervisory Staff - \$30.00 per hour
- c. Custodians - \$25.00 per hour
- d. Building Mechanics - \$25.00 per hour
- e. Technical Support - \$25.00 per hour
- f. Theater Manager - \$25.00 per hour
- g. Gate/Ticket Operator - \$25.00 per event, each
- h. Clock/Score Book - \$20.00 per event
- I. Athletic Administrator - \$35.00 per hour

2. Groups 1-3 shall be required to pay for services of staff under two (2) conditions:

a. When the facility is used on days or during hours when District staff is not scheduled to be on duty.

b. When District staff must provide services to groups that they would otherwise not be required to provide. Examples of required services: (non-exhaustive)

1. Custodians - \$25.00 per hour
2. Building mechanics - \$25.00 per hour
3. Electricians - \$50.00 per hour
4. HVAC technicians - \$50.00 per hour
5. Security Officers - \$35.00 per hour
6. Food Service Workers - \$25.00 per hour
7. Technical Support \$25.00 per hour
8. Theater Manager - \$25.00 per hour

#### **B. GROUPS 4-5**

Groups 4-5 using District facilities shall be required to pay for the use of staff. Examples of requested services: (non-exhaustive)

1. Custodians - \$25.00 per hour
2. Building mechanics - \$25.00 per hour
3. Electricians - \$50.00 per hour
4. HVAC technicians - \$50.00 per hour
5. Security Officers - \$35.00 per hour
6. Food Service Workers - \$25.00 per hour
7. Technical Support \$25.00 per hour
8. Theater Manager - \$25.00 per hour
9. Gate/Ticket Operator - \$25.00 per event, each
10. Clock/Score Book - \$20.00 per event
11. Athletic Administrator - \$35.00 per hour
12. Supervisory Staff - \$30.00 per hour

**FILING REQUEST FOR USE OF FACILITY** All groups shall file requests with the principal or Athletic Director of the school for the use of their respective facility who in turn shall coordinate with the Superintendent/Designee for final approval

**COMMUNITY USE OF DISTRICT FACILITIES  
BUILDING RENTAL FEE SCHEDULE**

**PAYING GROUPS  
GROUP IV**

**NON-PROFIT GROUPS & ACTIVITIES SERVING YOUTH & COMMUNITY  
(Examples: Youth Sports, YMCA, Civic and Homeowner's Associations,  
Rotary Clubs, Chamber of Commerce, Lions Club, Political Meetings,  
Religious Groups, Texas School Districts)**

<u>AREA</u>	<u>MINIMUM HOURS</u>	<u>RATE/HOUR</u>	<u>RATE/EVENT</u>
<b>HIGH SCHOOL/DISTRICT FACILITIES:</b>			
Cafetorium (Basic lighting & sound) (Dressing Rooms included)	1	\$50.00	N/A
Lecture Hall	1	\$25.00	N/A
Cafeteria	1	\$25.00	N/A
Practice Gym	1	\$25.00	N/A
Main Gym	1	\$75.00	N/A
<b>MIDDLE SCHOOL:</b>			
Cafeteria	1	\$25.00	N/A
Practice Gym	1	\$25.00	N/A
Main Gym	1	\$50.00	N/A
<b>ELEMENTARY SCHOOL:</b>			
Cafeteria	1	\$25.00	N/A
Gym	1	\$25.00	N/A
<b>COLLEGE ST. CAMPUS:</b>			
Gym	1	\$25.00	N/A
<b>PARKING LOTS:</b>			
	N/A	N/A	\$75.00 per day
<b>ATHLETIC FIELDS &amp; OUTDOOR FACILITIES:</b> (Athletic Department will determine availability)			
Event Clean-up is not included in hourly/event rate.			
High School Stadium	N/A	N/A	\$1,500.00 per event
Middle School Football Field	N/A	N/A	\$ 50.00 per event
Softball & Baseball Stadiums	1	\$25.00	\$ 300.00 per event
<b>ADDITIONAL CHARGES WHEN REQUIRED:</b>			
Security Officers	\$35.00 per hour	Soundboard	\$20.00 per hour
Supervisory Staff	\$30.00 per hour	Theater Class as Dressing area	\$25.00 per event
Custodians	\$25.00 per hour	Extra Chair Set-up	\$10.00 per hour, per 100
Food Service	\$25.00 per hour	Gate/Ticket Operator	\$25.00 per event, each
Building Mechanics	\$25.00 per hour	Clock/Scorebook	\$20.00 per event
Technical Support	\$25.00 per hour	Athletic Administrator	\$35.00 per hour
Theater Manager	\$25.00 per hour	Designated Coach	\$40.00 per event
Stage Lighting/Sound	\$30.00 per event		

**COMMUNITY USE OF DISTRICT FACILITIES  
BUILDING RENTAL FEE SCHEDULE**

**PAYING GROUPS  
GROUP V**

**PROFIT MAKING GROUPS & ACTIVITIES**

**(Examples: Private SAT Instruction, Private Drill Team Camps, Private Cheerleading Camps, Private Instructional Organizations, Performance Studios, Any Non-Student Organizations)**

<u>AREA</u>	<u>MINIMUM HOURS</u>	<u>RATE/HOUR</u>	<u>RATE/EVENT</u>
<b>HIGH SCHOOL/DISTRICT FACILITIES:</b>			
Cafetorium (Basic lighting & sound) (Dressing Rooms included)	1	\$100.00	N/A
Lecture Hall	1	\$75.00	N/A
Cafeteria	1	\$100.00	N/A
Practice Gym	1	\$100.00	N/A
Main Gym	1	\$200.00	N/A
<b>MIDDLE SCHOOL:</b>			
Cafeteria	1	\$100.00	N/A
Practice Gym	1	\$100.00	N/A
Main Gym	1	\$150.00	N/A
<b>ELEMENTARY SCHOOL:</b>			
Cafeteria	1	\$100.00	N/A
Gym	1	\$75.00	N/A
<b>COLLEGE ST. CAMPUS:</b>			
Gym	1	\$50.00	N/A
<b>PARKING LOTS:</b>	N/A	N/A	\$125.00 per day
<b>ATHLETIC FIELDS &amp; OUTDOOR FACILITIES:</b> (Athletic Department will determine availability)			
Event Clean-up is not included in hourly/event rate.			
High School Stadium	N/A	N/A	\$2,000.00 per event
Middle School Football Field	N/A	N/A	\$ 100.00 per event
Softball & Baseball Stadiums	1	\$50.00	\$ 500.00 per event
<b>ADDITIONAL CHARGES WHEN REQUIRED:</b>			
Security Officers	\$35.00 per hour	Soundboard	\$20.00 per hour
Supervisory Staff	\$30.00 per hour	Theater Class as Dressing area	\$25.00 per event
Custodians	\$25.00 per hour	Extra Chair Set-up	\$10.00 per hour, per 100
Food Service	\$25.00 per hour	Gate/Ticket Operator	\$25.00 per event, each
Building Mechanics	\$25.00 per hour	Clock/Scorebook	\$20.00 per event
Technical Support	\$25.00 per hour	Athletic Administrator	\$35.00 per hour
Theater Manager	\$25.00 per hour	Designated Coach	\$40.00 per event
Stage Lighting/Sound	\$30.00 per event		

## **AGREEMENTS AND WAIVERS:**

### **AGREEMENT CONTRACTUAL**

These documents shall constitute a contractual agreement upon: (1) acceptance and approval by the authorized Van Alstyne ISD representative; and, (2) payment of the appropriate fee by the Lessee.

### **LIMITATION ON CONVEYANCE**

Notwithstanding any reference in these documents to the contrary, this agreement shall create only a license to occupy those specific portions of the real property identified herein for the specific dates and times specified. The agreement shall not create a Landlord/Tenant relationship, or any of the rights or incidents thereof.

### **LIMITATION ON WAIVER**

The waiver of any right of Van Alstyne ISD under this agreement shall be limited to specific instances of waiver and may not be construed as a general waiver of Van Alstyne ISD's right to enforce any term thereof.

### **WAIVER OF WARRANTIES; LIMITATION OF LIABILITY**

The parties recognize and agree that VAISD facilities are made available to community groups as an extension of Van Alstyne ISD's educational mandate and not as a commercial venture. It is therefore expressly agreed that Van Alstyne ISD facilities are made available "AS-IS, WHERE-IS." THE PARTIES DO FURTHER EXPRESSLY WAIVE AND DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY OR SUITABILITY FOR A SPECIFIC PURPOSE.

In the event any Van Alstyne ISD facility shall become unsuitable for use at the time and date specified herein due to a failure of the facility, a system thereof, a utility, weather, fire, strike, or any other condition beyond the reasonable control of Van Alstyne ISD, Van Alstyne ISD shall, at its sole and exclusive option, either: (1) make the same or substantially similar facilities available at another time or date mutually agreeable to the parties; or, (2) return all pre-paid payment and thereby terminate this agreement, or, in the case of an extended agreement, return a pro rata portion of rent based on the amount of time the facility is not available. Van Alstyne ISD shall have no other duty or liability, and the lessee agrees to assume the full economic risk thereof.

THE PARTIES DO FURTHER EXPRESSLY AGREE THAT VAN ALSTYNE ISD'S SOLE AND EXCLUSIVE LIABILITY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY VAN ALSTYNE ISD SHALL BE LIMITED TO A REFUND OF THE LESSEE'S PRE-PAID PAYMENT. VAN ALSTYNE ISD SHALL IN NO EVENT BE LIABLE FOR SUMS EXPENDED IN ANTICIPATION OF PERFORMANCE, LOST PROFITS, CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES. THIS LIMITATION SHALL APPLY WITHOUT RESPECT TO WHETHER DAMAGES ARE THE RESULT OF VAN ALSTYNE ISD'S OWN NEGLIGENCE.

**NO WAIVER OF IMMUNITY**

Acceptance of this agreement by Van Alstyne ISD shall not constitute a waiver of any immunity, defense or limitation of liability applicable to Van Alstyne ISD as a public school district, nor of those applicable to any Van Alstyne ISD officer, official, employee, agent, or volunteer.

**ENTIRE AND INTEGRATED AGREEMENT**

These documents represent the entire agreement between the parties respecting the subject matter thereof. All prior representations, negotiations, and discussions of terms are deemed to have been integrated herein. No representative of Van Alstyne ISD shall have the authority to enter into any oral modification of this agreement, or to waive the terms thereof.

**CHOICE OF LAW AND VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any litigation arising from this agreement shall lie exclusively in state court in Grayson County, Texas. This agreement does not include any agreement to arbitrate.

## Van Alstyne Independent School District FACILITIES USE REQUEST FORM

Today's Date: \_\_\_\_\_

**Campus:**  
(Please check)

- VAHS
  VAMS
  VAES

**Facilities Requested:**  
(Check all that apply)

- Cafetorium
  Gym
  Kitchen  
 Stage
  Library
  Lecture Hall  
 Stadium
  Athletic Fields (Football, Baseball, Softball, Track)  
 Parking Lots
  Concessions  
 Other (please specify) \_\_\_\_\_  
 (\*some facilities not available for use)

**Desired Meeting Date/s:** \_\_\_\_\_ **Event Time: Start** \_\_\_\_\_ **End** \_\_\_\_\_

**Function/Activity:** Meeting Purpose: \_\_\_\_\_

**Organization:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact person: \_\_\_\_\_  
 Contact Phone/s: #1 \_\_\_\_\_ #2 \_\_\_\_\_  
 Contact email: \_\_\_\_\_

**Rental Category:**

- Group I – Student/School Organizations
  Group IV – Youth & Community Activities Non-profit  
 Group II – Youth Service Non-profit  
 Group III – Non-profit 501c3 Ed. Service
  Group V – Profit making Groups

**Event Equipment:**

- Tables #
  Chairs #
  Overhead screen (if applicable)  
 Podium
  Ext. cords
  Score clocks  
 Microphone
  Other (please specify) \_\_\_\_\_

**Heating/Air Conditioning Required:**  Yes  No

**I have read the Facilities Management Guidelines and agree to abide by its terms and conditions. I understand that payment is due in full with the submission of the signed rental agreement. (Please see facilities guidelines for specific regulations)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>Office Use Only:</b>	
<input type="checkbox"/> Group Category: A or B Classification: _____	Facility Charges: \$ _____
<input type="checkbox"/> Proof of Non-Profit Status:	Personnel Charges: \$ _____
<input type="checkbox"/> Certificate of Insurance for General Liability:	<u>Additional Charges:</u> \$ _____
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Total Charges:</b> \$ _____
Campus Administrator: _____	
Superintendent/Designee: _____	Date of Approval: _____
<b>Overtime &amp; Support Costs – Budget Code:</b>	





**Van Alstyne Independent School District**  
**U.I.L. PLAYOFF FACILITY CHARGES**

Van Alstyne ISD charges a base fee for the use of the identified facilities plus additional fees for appropriate expenses. Both teams will share all expenses. Cost for the playoff game is listed below and will be deducted from the gate receipts. In the event that the gate receipts do not cover all charges both districts will be billed equally for the difference. If there is additional revenue, after all charges have been paid, the difference will be mailed to the participating districts.

<b>Facility fee:</b>	<b>\$1,500 (Stadium), \$300 (Baseball/Softball), \$200 (Gym)</b>
<b>Security:</b>	<b>\$100 (each)</b>
<b>Officials:</b>	<b>Based on gate</b>
<b>Chain Crew:</b>	<b>\$20 (each)</b>
<b>Scorebook:</b>	<b>\$20/game</b>
<b>Clock:</b>	<b>\$20/game</b>
<b>Announcer:</b>	<b>\$40</b>
<b>Designated Coach/Host:</b>	<b>\$40</b>
<b>Gate/Ticket Operator</b>	<b>\$25 (each)</b>
<b>Athletic Administrator</b>	<b>\$60</b>
<b>Cleanup</b>	<b>\$100</b>
<b>UIL 15%</b>	<b>Based on gate</b>

I have read the Facilities Management Guidelines and agree to abide by its terms and conditions. I understand that all activities will be held under the supervision of a school representative who will be responsible for the care of the facilities. The organizations will be responsible for any damages to school facilities while using them.

\_\_\_\_\_  
(School District)

\_\_\_\_\_  
(School Official)

\_\_\_\_\_  
(Date)

