

Facilities Usage Guidelines



Assistant
Superintendent of
Operations Office

400 North Wall Street
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Belton, Texas 76513

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BELTON INDEPENDENT SCHOOL DISTRICT FACILITIES USAGE GUIDELINES

BELTON ISD RENTAL POLICY

The Belton Independent School District allows limited use of District facilities by outside organizations/groups. However, such use of District facilities shall not be permitted when it interferes with the educational program of any scheduled campus or District activities, including facility maintenance and/or repair projects.

Belton ISD is a tax-supported nonprofit organization established to serve the students and youth residing within the boundaries of the District. The District may, therefore, differentiate among various categories of organizations/groups (such as youth groups, adult groups, nonprofit organizations, for-profit organizations and civic groups) in establishing the length of time that a facility may be used or the fee(s) charged. All organizations/groups with the same category shall be offered fair and equal access to District facilities. Any misrepresentations by an organization and/or individual, abuse of any District property, and 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 the organization's and/or individual's request for future use of the premises.

All requests must be submitted in writing with contact information, dates and area(s) requested on the *Facility Use Request* form. All requests will be considered according to these guidelines. The administration reserves the right to deviate when necessary to achieve the overall purpose of the guidelines.

FACILITIES:

District facilities include, but are not limited to, campuses, real property, athletic facilities, buildings housing support personnel, and the Performing Arts Center (PAC). Charges for facilities are listed below by user group designation.

USER GROUP DESIGNATION

Group 1:

SCHOOL-RELATED NONPROFIT ORGANIZATIONS:

Booster Clubs, PTA, PTO, Student/Teacher Groups, Communities in Schools, BISSD Alumni Groups, Scouting Organizations, and other similar organizations will be permitted the use of facilities without charge on days when school is in session but not later than 8:00 P.M. on those days. Group 2 rates will apply for all other times. All other policies and procedures will be enforced.

With the Assistant Superintendent of Operations approval, Belton ISD PTAs/PTOs will be allowed to use their school's facilities one Saturday during the school year at no cost to the PTA/PTO. Normal procedures to request facility usage will apply to this day and any additional days will incur costs at the Group 2 rate.

District facility usage fees and insurance are waived for Group 1 for education-related activities approved by the District. However, *personnel and equipment usage fees may apply for all events that require additional personnel or other resources.* Efforts should be made to schedule activities during normal custodial hours. The Assistant Superintendent of Operations will determine building use and applicable fees.

Group 2:
NONPROFIT YOUTH ORGANIZATIONS

Nonprofit youth groups may be permitted to rent facilities at the Group 2 rate if they provide proof of 501(c)3 status. Note: These groups may be permitted use of the facilities at no charge for recreational teams until 7:30 P.M. on days when school is in regular session providing that no special needs are requested.

Organizations will be limited to the rental of no more than 5 facilities per week for a combined total of no more than 10 hours a week per location. Organizations will be permitted the use of facilities at no charge until 7:30 P.M. on days when school is in session.

District facility usage fees at campuses will be waived for Group 2 on days when school is in session but not later than 7:30 P.M. District facility fees at the Group 3 rate will apply at all other times for competitive club/select teams where parents are charged a fee of \$500 or more per season. District insurance requirements will also apply.

Group 3:
NONPROFIT COMMUNITY ORGANIZATIONS

Neighborhood associations, adult community groups, civic/services, churches, and youth summer programs.

Group 4:
FOR-PROFIT ORGANIZATIONS

For-profit organizations and businesses may rent facilities at the established Group 4 rates plus other associated fees.

GOVERNMENTAL AGENCIES AND MUNICIPALITIES:

Governmental agencies and municipalities will be permitted the use of facilities without charge. All other policies and procedures will be enforced.

PERFORMING GROUPS:

The District reserves the right to negotiate the frequency of use and the usage fees based upon anticipated box office proceeds. Building usage fees may be waived for events that provide cultural enrichment opportunities for the community and for which an admission fee is not charged; however, personnel and equipment fees as illustrated on Facility Rental Fee Schedule sheet and insurance requirements noted below will apply at all times.

LONG-TERM USE:

The repeated rental of school facilities shall be limited to a maximum of eighteen (18) months from the date of the initial rental contract.

LIMITED ACCESS:

The District has the authority to limit access to facilities. The use of all athletic game fields, gyms, field houses, or tennis courts is restricted to after school hours and must be requested through the Assistant Superintendent of Operations and must also be approved by the Athletic Director.

All facilities are subject to closure to the public for maintenance. Outdoor facilities, including playgrounds, may be closed in the event of repeated vandalism.

SECURITY

The District may require outside groups to provide security during the scheduled event. Organizations shall comply with all federal, state and local laws, regulations and licensing requirements. **Custodians will not be considered as security personnel.**

SCHEDULING:

Facility Use Request forms must be submitted at least ten (10) calendar days prior to the scheduled event to ensure full heating, cooling and custodial services. Public and private athletic competitions may be scheduled sooner at the discretion of the Assistant Superintendent of Operations.

CANCELLATION:

Cancellation must be received in writing not less than 48 hours prior to the event. The deposit will not be refunded if written notice of cancellation is not received.

INSURANCE:

Prior to approval and use of the facility, users in groups 2, 3, and 4 will furnish proof of liability coverage for the event(s). This coverage should consist of an original Certificate of Insurance with Belton ISD named as an Additional Insured and Certificate Holder with a minimum of \$1,000,000 per occurrence and \$1,000,000 general annual aggregate. Coverage provided by such policy or rider must apply to the death or injury of any person and the damage to property that results, directly or indirectly, from the intentional or negligent act or omission of user's officers, agents, employees, guests, or invitees during the use or occupancy of district premises. Such insurance shall be with an insurance company or companies authorized to do business in Texas, under policy or policies acceptable to the use. The user must provide the District with a certificate of insurance attesting the existence of a policy or policies providing coverage required. If a policy contains deductible provisions, user shall be responsible for payment of the deductible amount for any claim(s).

Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District.

FEES:

Scheduled fees are as follows:

1. A completed copy of the Facility Use Request form, a 25% deposit, proof of acceptable liability insurance with BISD named as an additional insured and policy holder, and nonprofit certificates for verification of rate category must be on file prior to scheduling the rental of any facility.
2. Fees for damages will be assessed and may result in loss of further use of the District's facilities.
3. The renter will be assessed a rental fee from the time the facility is opened until it is closed or vacated. A custodian will be required at all times.
4. Opening/closing of building facility must be arranged with a building director or approved designee. This includes Monday through Friday and weekends. Exception: If District personnel are involved, this requirement may be waived if other District employee(s) will be present at all times and able/responsible for securing the building.
5. School-related groups requiring a building director or custodian(s) on the weekends will be assessed a fee according to the Facility Rental Fee Schedule. There is no charge for school functions.
6. The use of kitchens will require the use of a Child Nutrition Department staff member assessed at rates indicated on the Facility Rental Fee Schedule.

GENERAL RULES

All users of school district facilities shall:

- Groups or individuals wanting to rent BISD facilities must obtain and complete the Facilities Usage Guidelines from the BISD website, www.bisd.net, or from the Administration Building located at 400 North Wall Street, Belton, TX.
- Ensure that permission to use the facility or any portion thereof shall not be transferred to a third party.
- Ensure that all District facilities are left neat and in orderly condition ready for the next school day.
- Provide the following documentation before a rental agreement is prepared:
 - a.** The completed Facility Use Request form signed.
 - b.** A current insurance certificate.
 - c.** A 25% deposit.
 - d.** A copy of the 501(c)3 status if requesting nonprofit status.
- It is the sole responsibility of the renter to provide these documents. No reminders will be issued.
- Provide full payment within 14 days after the event.

- Provide any changes to the signed contract no later than one week in advance. Rental amounts will not be decreased after the fact if the facility is not used for the contracted time.
- Be assessed the rental fee from the time the facility is opened until it is closed or vacated.
- Allow the Assistant Superintendent of Operations to determine the availability for the requested facility. The office will then notify the representative to arrange for the completion of the contract.
- Ensure that prior approval is received before signs, banners and/or decorations are erected and that the group immediately takes down following the event all decorations. Decorations may not deface school property. The use of open flames, such as candles, is strictly prohibited.
- Ensure that all children be supervised at all times and remain in the assigned area. There should be one (1) adult per twenty (20) or fewer children at the event.
- All school facilities will be not be rented on school holidays or the weekend immediately preceding or following those designated holidays. Long-term rentals and public and private athletic competitions may be exempt from this guideline.
- Ensure that no fixtures, equipment or furniture shall be removed from any building or rearranged between rooms except with prior approval from the Assistant Superintendent of Operations or the building director. For safety reasons propping doors open isn't allowed.
- Ensure that all food and drinks are allowed only in designated areas and must be removed and the area left clean after the event. Advance permission from the Assistant Superintendent of Operations must be obtained prior to the event.
- Prohibit the possession and use of tobacco products in District buildings and/or on school property.
- Ensure that alcoholic beverages or drugs in any form are not brought into the buildings or on school grounds in accordance with the Texas State Laws and Drug Free Schools policy.
- All athletic fields in the District will have varied rates based upon the type of event, number of participants and spectators. No gum, sunflower seeds or colored drinks are allowed on these fields.
- Facility concerns in the evening or weekend call the after-hours number provided on front page.

Belton Independent School District

Assistant Superintendent of
Operations Office
400 North Wall Street
Belton, TX 76513

Activities conducted in school facilities must meet the policies and regulations of the Belton School District, its Board of Trustees, and all state and local laws.

The following must be on file prior to scheduling the rental of any District facility:

1. Completed copy of Facility Use Request form.
2. 25% of rental fee deposit.
3. Proof of acceptable liability insurance with Belton ISD named as an additional insured and policy holder.
4. Nonprofit certificate for verification of rate category.

Rental fees will be determined by the Assistant Superintendent of Operations.

The undersigned agrees to be responsible to Belton ISD for the use and care of all rented facilities and to conform to all policies and regulations as set forth in the attached Facilities Usage Guidelines.

This organization represents to the Belton Independent School District that it has read Board Policy GKD(LOCAL) and the Facilities Usage Guidelines and agrees to all provisions contained therein. The renting organization understands and accepts that any violation or deviation from these rules may result in fines or fees and loss of future rental privileges as deemed appropriate by the Belton Independent School District.

Signature: _____ Title: _____

Date: _____ Phone: _____

Address: _____

Approved by: _____ Date: _____

BELTON ISD
Facility Rental Fee Schedule

RENTAL AREA	GROUP 1	GROUP 2	GROUP 3	GROUP 4
ELEMENTARY ALL Rates Per Hour – Minimum 2 Hours				
Cafeteria	n/a	\$25	\$50	\$100
Kitchen	\$20	\$25	\$35	\$50
Gym	n/a	\$50	\$75	\$100
Library	n/a	\$25	\$35	\$50
MIDDLE SCHOOL				
Cafeteria	n/a	\$35	\$75	\$100
Kitchen	\$20	\$25	\$35	\$50
Gym	n/a	\$50	\$75	\$100
Library	n/a	\$25	\$35	\$50
HIGH SCHOOL				
Cafeteria	n/a	\$50	\$100	\$150
Kitchen	\$20	\$25	\$35	\$50
Gym	n/a	\$75	\$100	\$125
Library	n/a	\$25	\$50	\$75
PAC	n/a	\$75	\$100	\$125
OTHER FACILITIES				
Pittenger Fine Arts Center	n/a	\$75	\$100	\$125
Wilson-Kerzee Field	Varies*	Varies*	Varies*	Varies*
Tiger and Bronco Field	Varies*	Varies*	Varies*	Varies*
Swim Center	Varies	\$100	\$125	\$150
HS Tennis Courts	n/a	\$15	\$20	\$25
HS Baseball Field	Varies*	Varies*	Varies*	Varies*
HS Softball Field	Varies*	Varies*	Varies*	Varies*
OTHER FEES				
Custodian(s)	\$20	\$20	\$20	\$20
Supervision/Game Admin.	\$30	\$30	\$30	\$30
Kitchen Worker	\$20	\$20	\$20	\$20
Security	\$30	\$30	\$30	\$30
Technical Support	\$30	\$30	\$30	\$30
Lifeguards	\$15	\$15	\$15	\$15
Maintenance	\$20	\$20	\$20	\$20

*** Prices vary based on facility use for athletic competitions involving other school districts and are generally not rented to the public.**

Note: The fee schedule reflects the rental of the facility and includes the cost of electricity, heat and air conditioning. Costs not included in the fee schedule, but may be required, are for custodial, game admin, supervision, kitchen workers, technical support, security and other miscellaneous expenses incurred by the District as specified in rental agreement. Total cost of a facility rental will be calculated on the Facility Use Request form.

Belton Independent School District

Hold Harmless and Indemnification Agreement

The undersigned _____, agrees to hold harmless and indemnify the Belton Independent School District, its Board Members, officials, employees and volunteers from any suits or expense arising out of the use of the District property.

It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument.

Signature: _____

Date: _____

**NONPROFIT CHARITABLE ORGANIZATION EXEMPTION FORM
BELTON ISD**

This addendum must be completed by all nonprofit charitable organizations in Groups 2 and 3 who are exempt from federal income tax under Section 501(c)3 of the Internal Revenue Code of 1986, and notarized prior to submission of application.

I, _____ as an authorized agent of
_____, the rental organization, hereby certifies that
the above-named organization,

1. is exempt from federal income tax under Section 501(c)3 of the Internal Code of 1986; and,
2. is a nonprofit corporation, foundation, community chest or fund organized and operated exclusively for one or more of the following purposes; charitable, religious, prevention of cruelty to children or animals, youth sports, youth recreational, promotion of social welfare or educational (excluding private, primary or secondary schools, alumni associations, and related on-campus organizations); and,
3. dedicates its assets to the achievement of the organization's stated purposes; and,
4. normally receives more than one-third (1/3) of its support in any year from private or public gifts, grants, contributions or membership fees; and,
5. does not engage in activities which are not furtherance of one or more of the above specific purposes; and,
6. does not directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; and,
7. does not allow any part of its assets on dissolution of the organization to inure to the benefit of any group, individual, or shareholder.

FOR: _____
(Name of Organization)

BY: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date)

STATE OF TEXAS

COUNTY OF _____

SUBSCRIBED AND SWORN to and before me on this _____ day of _____, 20_____.

Notary Signature: _____

Notary Seal

Notary Printed Name: _____

What Makes an Acceptable Certificate of Insurance?

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID SH DATE (MM/DD/YY)
 PRODUCER: ABC Insurance Agency, 1265 Liability Way, Suite 91, Washington DC, Fax: 555 326 6548 Phone: 555 619 6433
 INSURED: North American Athletes, 6555 Fitness Boulevard, Suite 78, Austin Texas, Fax: 555 368 2665 Phone: 555 356 9643
 INSURERS AFFORDING COVERAGE: INSURER A: Tried and True Insurance Company, INSURER B: Mutual Insurance Auto, INSURER C: , INSURER D: , INSURER E: .

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	1209	09/01/01	09/01/02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER: Leander ISD, 2100 North South Street, P.O. Box 298, Belton, TX 76513, Leander, TX 78646-0218
 ADDITIONAL INSURED; INSURER LETTER: N
 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: Randy Reynolds CPCU, CIC

This line is the name of the insurance agency.

This line is the name of insured and should be the same as the organization submitting the Application and Agreement for use of Belton ISD Facilities.

The amounts shown are minimum required levels of insurance.

The date(s) of the lease should always be within this time range.

There should always be a policy number here.

Belton ISD should be listed here as "Additional Insured."

"Belton ISD" or "Belton Independent School District" is the only name that should be listed here.

**BELTON INDEPENDENT SCHOOL DISTRICT
Facility Use Request Form**

Name of Group _____

Contact Person _____

Address _____

Phone _____ Email _____

Facility Requested _____

Date Requested _____ Time Requested _____

Activity Planned _____

**Cost Estimate of Facility Use
(Prices Determined Using the Belton ISD Rental Fee Schedule)**

BISD Services Required	Number of Hours (2 hours Minimum)	Cost per Hour	Total Cost
1. Rental Cost			
2. Custodians(s)			
3. Supervision/Game Admin.			
4. Kitchen Worker(s)			
5. Security			
6. Technical Support			
7. Maintenance			
TOTAL COST FOR FACILITY RENTAL (Add "Total Cost" Column - Lines 1-7)			
DEPOSIT DUE (25% of Total Cost for Facility Rental)			

All information listed above is true and correct to the best of my knowledge. I agree to be responsible for payment of ALL costs involved, to make 100% payment within fourteen (14) days of the event, to be responsible for any and all claims which arise from this event, and to hold Belton Independent School District harmless in any personal liability claims which may arise from this event.

Group Representative Signature

Date

Building Principal/Facility Supervisor

Date

Athletic/Fine Arts Director (When Applicable)

Date

Assistant Superintendent of Operations

Date