

**BRYAN INDEPENDENT SCHOOL DISTRICT
EDUCATIONAL FACILITY, PERFORMING ARTS AND ATHLETIC FACILITY
SCHEDULE REQUEST AGREEMENT
TERMS AND CONDITIONS**

GENERAL FACILITY SCHEDULE TERMS

As a community service Bryan Independent School District (“BISD”) makes selected facilities available for use by non-profit organizations (“Guests”) on an as available basis. Educational and other official district and campus activities shall have priority over all Guest schedule requests. BISD also makes the Margaret Rudder and Civic Auditorium Performing Arts Centers (“PAC’s”) and certain athletic facilities available to both for-profit and non-profit organizations. If Guest is scheduling a PAC or athletic facility the attached PAC or athletic facility rules will apply to and become part of this agreement.

Newly scheduled educational or official school activities may require BISD to relocate or cancel Guest schedules even if the Guest’s Schedule had been previously approved. BISD reserves the right to approve or deny schedule requests by any Guest for any reason, including previous failure to comply with BISD Facility Schedule Terms and Conditions or failure to pay invoiced fees for a previous facility schedule. Guest must confirm their agreement with Facility Schedule Requests Terms and Conditions prior to submitting a facility schedule request.

To qualify as a non-profit organization Guest shall provide BISD with a copy of Internal Revenue Service 501(C) (3) form or other substantive proof of non-profit status. Members of national youth organizations such as 4-H, Boy Scouts, Girl Scouts etc. are exempted from this requirement.

HOLD HARMLESS AGREEMENT

Guest shall, to the fullest extent permitted by law, indemnify, defend and hold harmless BISD, its agents, Trustees and employees from any and all damages, including property damage and/or personal injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including attorney’s fees and other fees and court and other costs) occurring on or arising out of activities occurring on any portion of BISD’s facilities or property in connection with the Guest’s use of BISD’s facilities or property.

INSURANCE AND LIABILITY

Guest shall, at its own expense, maintain a commercial insurance policy in a minimum of one million dollars (\$1,000,000.00) per schedule occurrence and two million (\$2,000,000) in aggregate that provides general liability insurance for personal injury, death or property damage arising out of the negligence of the Guest. BISD shall be named as an additional insured, and the Guest shall provide BISD proof of such insurance prior to the start date of the facility schedule. Guest shall be responsible and liable for any loss, damage, destruction of property, equipment, or activity materials belonging to BISD or a third party caused by Guest’s sole or joint negligence.

SCHEDULING AND BUILDING ACCESS

Guests shall not submit schedule requests no more than sixty days in advance of their desired facility schedule date and schedule requests must be submitted at least two weeks prior to the desired facility schedule date. Guest facility schedules may not start prior to 8:00 AM and must end by 12:00 midnight. Guest’s facility schedule must include any required set up and/or take down time. Guest shall have access only to the specific facility rooms and areas described in the approved Guest facility schedule,

and Guest will take all actions necessary to ensure that all participants, sponsors, spectators and visitors remain in the rooms and areas described in the Guest facility schedule at all times.

BISD Facilities will be closed for use by Guests on BISD designated school holidays. BISD reserves the right to cancel a Guest facility schedule at any time due to severe weather, security, or failure to adhere to the Facility Schedule Terms and Conditions or as otherwise permitted under the Facility Schedule Terms and Conditions.

KITCHENS, FOOD PREPERATION AND CONCESSIONS

A BISD School Nutrition Manager must be on site to supervise if Guest uses a campus kitchen to prepare or serve food, even if the food is prepared off-site and delivered to the kitchen. At the completion of preparing or serving food Guest will clean the kitchen and its equipment to the satisfaction of the Manager on duty.

When utilizing concession areas Guest may serve pre-packaged individual serving non-potentially hazardous concessions (candy bars, canned or bottled sodas, bagged potato chips, etc.) without a Child Nutrition Manager present. A BISD School Nutrition Manager must be on site to supervise if Guest utilizes concession areas to serve food items that are heated, cooked or otherwise prepared, or are potentially hazardous (including but not limited to, hamburgers, hot dogs, popcorn, nachos, milk, etc.). At the completion of preparing or serving concessions Guest shall clean the concession stand and its equipment to the satisfaction of the Manager on duty.

The need for a School Nutrition Manager will be determined at the sole discretion of BISD, and an additional fee will be charged (see fee schedules).

SUBLEASING

Guest shall not transfer or assign this agreement to any other or group. No other groups or organizations are authorized to use facilities under the umbrella of the Guest.

CONDUCT AND SECURITY

Guests shall ensure that and any and all participants, sponsors, spectators, and visitors shall comply with all applicable BISD policies, including BISD District Policies GKD (LEGAL) or GKD (LOCAL), state and federal laws and fire code. Guest accepts responsibility for overseeing and controlling participants, sponsors, spectators and visitors that are in or on BISD property as a result of or in connection with the Guest facility schedule. Guest will communicate in writing to parents and obtain their written acknowledgement that they understand the Guest is wholly responsible for students participating in the event. Guest shall exclude illegal substances, illegal firearms, alcohol or tobacco products (including e-cigarettes or vaporizing devices) and other prohibited items from being brought on BISD property. Guest shall be wholly responsible for the conduct of any and all participants, sponsors, spectators and visitors that are in or on BISD property as a result of or in connection with the Guests facility schedule and Guest will follow and enforce all BISD rules regarding conduct and use of facilities, including but not limited to the current academic year's Bryan ISD Student-Parent Handbook and Student Code of Conduct. Guest shall not hang banners, signs, or posters on any interior or exterior walls.

Guest shall not represent itself in any manner as being endorsed or sponsored by BISD, other than to specify the campus facilities where activities will be held. At its sole discretion BISD may require Guest, at its own expense, provide licensed Peace Officers to direct traffic and/or provide crowd control for a

scheduled event. The presence of Peace Officers does not indemnify Guest from responsibility for damages.

FEES AND CANCELLATION

The Fee Schedule most recently approved by the BISD Board of Trustees will apply to and become part of this agreement. Upon receipt of Guest's facility schedule request, applicable fees will be calculated by BISD and an invoice sent to the Guest. BISD must receive full payment of invoiced fees at least 10 days prior to the date of the event or the facility schedule request will be cancelled.

If the event is cancelled by Guest at least ten (10) days prior to the date of the event BISD will refund all fees paid by Guest. If the facility schedule is cancelled by Guest less than ten (10) days but more than forty eight (48) hours prior to the event, BISD will refund all fees less a \$50.00 service fee. If the facility schedule is cancelled by Guest less than forty eight (48) hours prior to the event BISD will retain all fees paid for the facility schedule on the date of the cancellation. Cancellation of a multiple date schedule request will be handled on an individual day basis.

If the event is cancelled at any time by BISD due to severe weather or another emergency or if a scheduled event conflicts with an educational or campus event, BISD will refund all fees paid by Guest. If the event is cancelled or ended prior to the scheduled end time due to Guest's non-compliance with BISD Conduct requirements (see Conduct and Security above) or any other issues attributable to or create by Guest BISD will retain all fees paid by Guest.

Warranties

There are no implied warranties of merchantability, of fitness for a particular purpose, or of any kind arising out of this agreement, and there are no warranties that extend beyond those expressly stated in this agreement.

Entire Agreement

The foregoing constitutes the entire agreement between the Guest and BISD. The parties further agree that this Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Modifications or amendments must be in writing and signed by both parties to be in effect. This Agreement is construed, interpreted and governed by the laws of Texas. The parties consent to exclusive jurisdiction and venue of the courts of Brazos County, Texas.

Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees or agents as a result of the execution of this Agreement or the performance of the covenants contained herein. Nothing in this Agreement shall be deemed to create a partnership, agency or joint venture relationship.

Authorization

The party signing this agreement on behalf of the Guest acknowledges and represents that he or she has the authority to legally bind the Guest organization.

AGREED TO FOR:

NAME OF Guest

By: Signature of Authorized Party Date

BRYAN INDEPENDENT SCHOOL DISTRICT:

Steve Peterson Date
Maintenance Coordinator

or

Pat Corbett Date
Fine Arts Director

or

Lance Angel Date
Athletic Director