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## CISD Facility Use Terms and Conditions

The Conroe Independent School District (hereinafter referred to as “the District”) agrees to allow you/your organization (hereinafter referred to as “the Lessee”) use of the District facility requested in your application at the date and time set out in the application, subject to the following Terms and Conditions:

1. Lessee shall pay the designated rental fee as determined by the District based on what special services, equipment, or staff, the District determines are required for Lessee’s use of the facility. Rental fees include all costs associated with use, supervision by District staff, and cleanup costs at the facility. The rental fee does not include the use of District technology equipment or resources, including access to the District’s network, with the exception of limited “guest access” which may be available.
2. If a deposit is required, the deposit will be refunded if the premises are left in a condition satisfactory to the District.
3. Payment of rental fees and deposit (if applicable) must be made payable to the Conroe Independent School District online at [https://www.myschoolbucks.com/links/storecatalog.jsp?clientID=MCS\\_4815000](https://www.myschoolbucks.com/links/storecatalog.jsp?clientID=MCS_4815000) (10) days in advance of the use of the facility. Failure to submit payment ten (10) days in advance may result in the District revoking Lessee’s permission to use the facility and/or assessing a late fee.
4. Lessee may use the facility only on the specific dates and times set out in the approved facility use application and may use the facility only for purposes consistent with law and as set out in the approved facility use application and this document. Facilities are generally not rented on Christmas Day, Thanksgiving Day, New Year’s Day, Independence Day or Labor Day.
5. The District may cancel a scheduled nonschool use if an unexpected conflict arises with a District activity or the District determines cancellation is in the best interests of the District.
6. No food or drink may be served in a District facility unless it is served in the cafeteria after obtaining written approval from District staff. Additional fees will be assessed for use of the kitchen.
7. The District may revoke its permission to use the facility at any time it is determined that a group’s use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
8. Lessee must abide by all state and federal laws and District policies, including those prohibiting the possession of, use, or sale, of alcohol, illegal drugs, firearms, weapons, tobacco products, and e-cigarettes, on District property. CISD policies can be found at <http://pol.tasb.org/Home/Index/909>.
9. If Lessee’s use of the facility includes the **auditorium**:

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- a. Lessee must secure written approval prior to moving any school owned equipment (including a piano), or before installing any scenery, or decorations.
  - b. Rental charges apply to all uses by Lessee of the facility including rehearsals.
  - c. Additional charges will be assessed for operators of the light and sound systems. Operators of these systems are assigned by District personnel.
  - d. No food or drinks are allowed in the auditorium at any time.
10. If Lessee's use of the facility includes a **kitchen** additional charges will be assessed.
11. If Lessee's use of the facility includes **athletic facilities** such as gyms, Lessee must:
- a. Ensure that only non-marking rubber soled shoes are allowed on gym floors.
  - b. Prohibit food or drinks in the gym unless written permission is granted by the campus administration.
12. Lessee is responsible for restoring the facility to the condition observable prior to Lessee's use. Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings, equipment, or other school property used by the Lessee. No alteration of the premises is allowed without written approval from the campus administration, including affixing objects to the walls or storing items at the campus.
13. Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the rental period.
14. Lessee agrees to assume all liability and hold harmless and indemnify the District, its Board members, employees, and agents from any and all liability arising out of Lessee's use of District facilities.
15. Lessee must furnish a certificate of Commercial General Liability insurance coverage against claims for bodily injury or death and property damage occurring in or upon the premises for the entire term of the event and must name the District as an additional insured on the policy. Limits may not be less than \$500,000 per occurrence, and \$500,000 aggregate.
16. Lessee understands and accepts that the District's insurance provides no coverage for the Lessee or any other user other than the District.
17. Lessee must exercise due diligence to not send employees or volunteers to work inside any District building(s) or at any District facility if they have a conviction or a history of deferred adjudication for any crime that may pose a serious potential risk of injury to students or other persons working in or visiting in the building(s). It is the Lessee's responsibility to determine the best way to exercise that due diligence.
18. Lessee's failure to comply with these Terms and Conditions may result in cancellation of Lessee's use of the facility and ineligibility to rent District facilities.