

# Marble Falls ISD



## Facility Rental Packet

Rental Forms Checklist
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- 1. The Facility Rental Agreement completed and signed
- 2. Guidelines and Procedures Acknowledgement
- 3. A current insurance certificate with limits of at least \$1,000,000
- 4. Applicable deposit received
- 5. Proof of nonprofit status if so claiming
- 6. Roster of student attendees including name and MFISD campus enrolled at to verify rate category if applicable

# Marble Falls ISD Facility Usage

The primary purpose or function of public school facilities is to provide quality educational environments conducive to the learning of the students they serve. It is the policy of the Marble Falls Independent School District to encourage the use of school buildings and grounds by the community for educational, recreational, civic and cultural activities to the extent possible under public school laws and regulations. Accordingly, community use of school buildings and grounds for educational, recreational, civic and cultural activities shall be permitted so long as such use does not conflict with the use of public school buildings and grounds for public school purposes and activities, with state and federal laws, with local ordinances or with the proper care and maintenance of school facilities and grounds.

Marble Falls 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 charged. All organizations/groups within the same category shall be offered fair and equal access to District facilities.

Any misrepresentation by an organization and/or individual, any abuse of District property, and violation of state, local or federal law 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.

## **GENERAL GUIDELINES AND PROCEDURES FOR RENTING MARBLE FALLS ISD FACILITIES**

- Priority for rental requests will be based on the category in which the request falls.
- Non-profit organizations will receive priority followed by the for-profit rentals.
- Lessee agrees to pay 50% of the estimated charges one (1) week prior to the scheduled event. Failure to make payment may void contract. Deposit will be refunded in full upon cancellation 24 hours prior to the scheduled event.
- Lessee must furnish evidence of liability coverage for the event(s). This evidence should consist of an original Certificate of Insurance with Marble Falls ISD named as an Additional Insured and Certificate Holder with a minimum \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability Coverage. Access to the facility shall not be permitted until the application and insurance has been screened and approved. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District. The insurance requirement may be waived for school sponsored or school related groups such as PTO, Booster Clubs, etc.
- Additional fees for Marble Falls ISD staff required to be on duty will be assessed in addition to facility rental fees. (Administrators on duty, custodians, technicians etc.)
- The following documentation must be on file with the Marble Falls ISD Administration Office before a rental agreement will be approved:
  1. The Facility Rental Agreement completed and signed
  2. Guidelines and Procedures Acknowledgement
  3. A current insurance certificate with limits of at least \$1,000,000
  4. Applicable deposit received
  5. Proof of nonprofit status if so claiming
  6. Roster of student attendees including name and MFISD campus enrolled at to verify rate category if applicable

It is the sole responsibility of the renter to provide these documents. No reminders will be issued by Marble Falls ISD Administration.

- The rental agreements must be processed no later than 10 business days prior to the event.
- Changes to the signed contract must be made no later than 5 business days in advance. Rental amounts will not be decreased after the fact if the facility is not used for the entire contracted time.
- School facilities will not be rented on school holidays. During the time the District is on a shortened summer schedule, the availability of facilities may be limited pending on availability of support from school personnel.
- Lessee agrees that only responsible persons who are officially members of the Lessee's organization shall be permitted to use the property. Lessee shall take all actions necessary to guarantee safe and orderly behavior.
- Lessee represents that the proposed activity is lawful and in conformity with regulations of Lessor, in that any activity is of a nature suitable for presentation in the public school.
- The property may not be used for teaching or promoting any theory or doctrine of a subversive nature or which is intended to overthrow the government of the United States.
- Lessee shall provide adequate supervision and security at all times.
- Any decorations, scenery, furniture, or other personal property shall be erected in a manner that will not be destructive to school property, and shall be in accordance with local and state fire regulations and approved by the Lessor. All such property must be removed before the next regularly scheduled classes or by noon the next day if school is not in session.
- Lessee agrees to 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.
- Lessee shall be fully responsible for damage or loss of property, including property belonging to Lessor, which occurs during the use of the property. Activities shall terminate no later than 11:00 p.m. unless prior approval is obtained in writing from Lessor.
- Lessee shall apply for use of special or extra equipment and such equipment shall be used on school property.

- No equipment shall be loaned for use outside of school property. Arrangements for the equipment shall be made with the Lessor. Extra compensation shall be paid to the Lessor to transfer, operate or supervise the use of special equipment.
- It is expressly agreed that in the event of a conflict between use of the property for school activities and use for Lessee's activities, school activities will take precedence. Lessor agrees to give Lessee as much advance notice as possible in the case of any such preemption, and to refund any unused rental fee.
- Lighting and sound equipment may be used with Marble Falls ISD personnel operating same at an additional charge at the current rate.
- Special requirements for sound, lighting and electric service in addition to what is presently available will be the sole responsibility of Lessee.
- Use of school facilities by an organization outside the District is also subject to the approval policy of the Marble Falls ISD Board of Trustees.
- Marble Falls ISD has the right to refuse and/or terminate a rental. Reasons include but are not limited to the following: space availability, overuse of a facility, failure to pay in a timely manner, failure to comply with all rules and regulations, reoccurring losses and/or damage, inappropriate behavior of the renter or their audience.

## **USER GROUP DESIGNATION**

### **GROUP A - NON-PROFIT YOUTH GROUPS**

The term "**Non-profit Youth Group**" shall mean any group or organization intended to serve young people under the age of 21. Non-profit youth groups may be permitted to rent facilities at the Fee Schedule A rate if they provide the Administrative Office with proof of their 501(c)3 status and a participant roster consisting of at least **75%** Marble Falls ISD students.

**NOTE:** "Non-profit Youth Groups" include, but are not necessarily limited to: YMCA, Boy Scouts or Girl Scouts, Little League teams, etc., Non-profit civic and service clubs

## **GROUP B - NON-PROFIT COMMUNITY GROUPS**

The term “**Non-Profit Community Group**” shall mean any civic, service, political, governmental, religious, or charitable agency, association, organization, or partnership which is not engaged in a business or enterprise to produce income or a financial gain. This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization’s costs or for charitable purposes.

## **GROUP C - FOR-PROFIT GROUPS**

The term “For-Profit Group” shall mean any person, partnership, association, organization or corporation engaged in a business for profit which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors or stockholders. (Example: Dance studio, Karate School, etc.)

**NOTE:** Subject to approval by Marble Falls ISD Administration, “For-Profit Youth Groups” may be permitted to rent facilities at the Fee Schedule B rate if their participant roster consisting of at least **90%** Marble Falls ISD Students.

All groups may be subject to additional fees for Marble Falls ISD staff required to be present during the event for which the facilities are being leased.

### **PRIORITIES:**

Priorities for scheduling the use of school facilities shall be as follows:

1. The regularly scheduled educational program, including instructional activities; meetings, practices, and performances of school-sponsored groups; and staff meetings related to official school business.
2. Meetings and other activities of school support groups organized for the sole purpose of supporting the schools or school-sponsored activities.
3. Meetings and other activities of groups made up primarily of school-aged children.
4. Meetings of employee organizations
5. Meetings and activities of other groups on a first-come, first served basis with rental agreements complete.

Marble Falls Independent School District  
 Facility Rental Fee Schedule



Group A	Group B	Group C
<p><b>Non-Profit Youth Groups</b></p> <p>The term "Non-profit Youth Group" shall mean any group or organization intended to serve young people under the age of 21. Non-profit youth groups may be permitted to rent facilities at the Fee Schedule A rate if they provide the Operational Services Office with proof of their 501(c)3 Form and their participant roster is made up of at least 75% of students from Marble Falls ISD. A student verification list may be requested by the Administrative Operations Office for lease of facilities.</p> <p><b>NOTE:</b> "Non-profit Youth Groups" include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• YMCA, Boy Scouts or Girl Scouts</li> <li>• Little League teams, Youth Football etc.</li> <li>• Non-profit civic and service clubs</li> </ul>	<p><b>Non-Profit Community Groups</b></p> <p>The term "Non-Profit Community Group" shall mean any civic, service, political, governmental, religious, or charitable agency, association, organization, or partnership which is not engaged in a business or enterprise to produce income or a financial gain. This definition is not intended to preclude a non-profit organization from engaging in fund-raising activities or charging fees for services simply to defray the organization's costs or for charitable purposes.</p>	<p><b>For-Profit Groups</b></p> <p>The term "For-Profit Group" shall mean any person, partnership, association, organization or corporation engaged in a business for profit which desires to use a school facility to engage in a profit-making enterprise for its owners, members, officers, directors or stockholders. (Example: Dance studio, Karate School, etc.)</p> <p><b>NOTE:</b> Subject to approval by District Administration, "For-Profit Youth Groups" may be permitted to rent facilities at the Fee Schedule Group B rate if their participant roster is made up at least 90% Marble Falls ISD Students</p>

# Guidelines and Procedures Acknowledgement

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The undersigned agrees to be responsible to the Marble Falls Independent School District for the use and care of all rented facilities and to conform to all policies and regulations as set forth in the attached Guidelines and Procedures for Renting Marble Falls ISD Facilities.

This organization represents to the Marble Falls Independent School District that it has read the Guidelines and Procedures for Renting Marble Falls ISD Facilities and agrees to all provisions contained herein. The renting organization understands and accepts that any violation or deviation from these rules may result in fines or fees or loss of future rental privileges as deemed appropriate by the Marble Falls Independent School District.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Representative Name Printed

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Contact #

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date



# MARBLE FALLS ISD FACILITY RENTAL AGREEMENT

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**LESSOR** Marble Falls Independent School District  
Address: 1800 Colt Cir, Marble Falls, Burnet County, TX.

**LESSEE** Organization Name: \_\_\_\_\_  
Represented by: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

**GROUP CATEGORY** *(Refer to Rental Fee Schedule for Group Information)*

- \_\_\_\_\_ Group A            Non-Profit Youth Group
- \_\_\_\_\_ Group B            Non-Profit Community Group
- \_\_\_\_\_ Group C            For Profit Group

**TERMS OF LEASE**

**CAMPUS:** Marble Falls High School \_\_\_\_\_  
Marble Falls Middle School \_\_\_\_\_  
Colt Elementary School \_\_\_\_\_  
Marble Falls Elementary \_\_\_\_\_  
Spicewood Elementary \_\_\_\_\_  
Highland Lakes Elementary \_\_\_\_\_  
Administrative Office/  
Falls High School \_\_\_\_\_

**Facility Requested:** \_\_\_\_\_

**Event Name & Description** \_\_\_\_\_

**Date(s) of Event:** \_\_\_\_\_

**Time of Event:** Start \_\_\_\_\_ End \_\_\_\_\_

**Practice Date(s):** \_\_\_\_\_

**Practice/Set Up Times:** Start \_\_\_\_\_ End \_\_\_\_\_

1. **DEFAULT:** Lessee shall be in default under the terms of this lease if Lessee fails to make the rental payment when due, or if Lessee fails to fulfill any condition or promise contained in this lease. Upon default, Lessor may terminate this lease upon one (1) day's notice to Lessee at Lessee's address stated in paragraph one.
2. **INSURANCE:** Lessee must furnish evidence of liability coverage for the event(s). This evidence should consist of an original Certificate of Insurance with Marble Falls ISD named as an Additional Insured and Certificate Holder with a minimum \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage Liability Coverage. Access to the facility shall not be permitted until the application and insurance has been screened and approved. Cancellation of insurance also cancels the rental contract until proof of insurance can be provided to the District. The insurance requirement may be waived for school sponsored or school related groups such as PTO, Booster Clubs, etc.
3. **INDEMNITY:** Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims for damages, personal or otherwise, that may arise out of the above described property, whether such damage is caused by a member of Lessee's organization or by other persons using the property and without regard to whether the damage is caused by negligence of any party. It is expressly understood that lessor does NOT waive any immunity it may have under the laws of the State. It is the intention and agreement of both parties that the rentals in this lease have been fixed in contemplation that each party shall look to his respective insurance carrier for reimbursement of any loss suffered by such circumstances against any party to this lease, unless such policies specifically name one of the parties as an additional insured.
4. **USE OF PROPERTY AND ACTIVITIES:**
  - a. Lessee agrees that only responsible persons who are officially members of the Lessee's organization shall be permitted to use the property. Lessee shall take all actions necessary to guarantee safe and orderly behavior.
  - b. Lessee represents that the proposed activity is lawful and in conformity with regulations of Lessor, in that any activity is of a nature suitable for presentation in the public school.
  - c. The property may not be used for teaching or promoting any theory or doctrine of a subversive nature or which is intended to overthrow the government of the United States.
  - d. Lessee shall provide adequate supervision and security at all times.
  - e. Any decorations, scenery, furniture, or other personal property shall be erected in a manner that will not be destructive to school property, and shall be in accordance with local and state fire regulations and approved by the Lessor. All such property must be removed before the next regularly scheduled classes or by noon the next day if school is not in session.
  - f. Lessee agrees to 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.
  - g. Lessee shall be fully responsible for damage or loss of property, including property belonging to Lessor, which occurs during the use of the property. Activities shall terminate no later than 11:00 p.m. unless prior approval is obtained in writing from Lessor.
  - h. Lessee shall apply for use of special or extra equipment and such equipment shall be used on school property.
  - i. No equipment shall be loaned for use outside of school property. Arrangements for the equipment shall be made with the Lessor. Extra compensation shall be paid to the Lessor to transfer, operate or supervise the use of special equipment.
  - j. It is expressly agreed that in the event of a conflict between use of the property for school activities and use for Lessee's activities, school activities will take precedence. Lessor agrees to give Lessee as much advance notice as possible in the case of any such preemption, and to refund any unused rent.
  - k. Lighting and sound equipment may be used with Marble Falls ISD personnel operating same at an additional charge at the current rate.
  - l. Special requirements for sound, lighting and electric service in addition to what is presently available will be the sole responsibility of Lessee.
  - m. Use of school facilities by an organization outside the District is also subject to the approval policy of the Marble Falls ISD Board of Trustees.

**Estimated Fees For Event:**

Facility Rental Fee	\$ _____
Administrator on Duty Fee	\$ _____
Cafeteria Staff Fee	\$ _____
Custodial Staff Fee	\$ _____
Auditorium Tech Fee	\$ _____
Additional Fees*	\$ _____
	* _____
<b>TOTAL ESTIMATED FEES</b>	<b>\$ _____</b>

Lessee agrees to the above fee of \$ \_\_\_\_\_ as the agreed **estimated** rental on the above described property. Lessee shall leave the property clean and undamaged or shall pay for any necessary cleanup or repairs. **Final charges will be calculated and invoiced to the Lessee's mailing address after the event has taken place.**

**LESSEE AGREES TO PAY 50% OF THE ESTIMATED CHARGES ONE (1) WEEK PRIOR TO THE SCHEDULED EVENT. FAILURE TO MAKE PAYMENT MAY VOID CONTRACT. DEPOSIT WILL BE REFUNDED IN FULL UPON CANCELLATION 24 HOURS PRIOR TO THE SCHEDULED EVENT.**

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
LESSEE'S SIGNATURE

\_\_\_\_\_  
MARBLE FALLS ISD ADMINISTRATOR SIGNATURE

Please submit your request to Julie Shaffer by:

- Fax @ 830-798-3606
- Email: jshaffer@mfisd.txed.net
- Mail: MFISD  
1800 Colt Circle,  
Marble Falls, TX 78654.